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**Transcript Exhibit(s)**

**Docket #(s):** E-01750A-05-0579

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**Exhibit # :** C1-C5, R1-R9

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BIA WESTERN REGION  
DIVISION OF  
NATURAL RESOURCES

BEFORE THE ARIZONA CORPORATION COMMISSION

MIKE GLEASON, CHAIRMAN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE

IN THE MATTER OF THE COMPLAINT  
OF THE BUREAU OF INDIAN AFFAIRS,  
UNITED STATES OF AMERICA,  
AGAINST MOHAVE ELECTRIC  
COOPERATIVE, INC. AS TO SERVICES  
TO THE HAVASUPAI AND  
HUALAPAI INDIAN RESERVATIONS

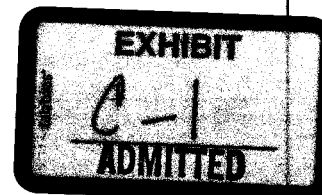
DOCKET NO. E-01750A-05-0579

BUREAU OF INDIAN AFFAIRS  
PREPARED DIRECT TESTIMONY OF  
LEONARD GOLD

The Bureau of Indian Affairs ("BIA") submits the following prepared direct  
testimony of Leonard Gold:

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1 **I. Introduction**

2 Q: What is your name, what do you do for a living, and what is educational  
3 background?

4 A: I am Leonard Gold. I own Utility Strategies Consulting Group, LLC, which  
5 is in Tempe, Arizona. I am a consultant with over 30 years of utility consulting  
6 experience. Recent assignments have focused on electric utility facility acquisition and  
7 formation, power procurement negotiations, transmission access arrangements and  
8 litigation support. I earned my B.S. in electrical engineering (Power Program) from  
9 Northeastern University (1972) in addition to a M.S. in Engineering Science from  
10 Rensselaer Polytechnic Institute (1975). I am a professional engineer and am a  
11 member of the Institute of Electrical and Electronics Engineers. Attached as Exhibit 1 is  
12 a description of my professional background, a list of some of my consulting projects,  
13 and a list of my prior testimony.  
14  
15  
16

17 Q: What are some of your recent consulting projects?

18 A: I currently work for the Ak-Chin Indian Community, a Native American  
19 Tribe in Arizona. I assisted the Ak-Chin in its acquisition of the electrical facilities on the  
20 reservation from an investor owned utility and the formation of Ak-Chin Energy Services  
21 ("ACES"). The project included negotiating the purchase price and the contracts for  
22 power supply and transmission access, such as pricing, losses, quantity of power,  
23 delivery issues and metering needs, and the scheduling arrangements. I continue to  
24 assist ACES. I also am working for the Gila River Indian Community Utility Authority  
25 ("GRICUA"). I provide consulting services to GRICUA relating to power supply, rate  
26 analysis, load forecasting, contract negotiation and scheduling, ancillary services,  
27 imbalance accounting and billing.  
28

1 Q: You mentioned a list of prior testimony. Have you testified before the  
2 Arizona Corporation Commission?

3  
4 A: No.

5 Q: Have you testified before other utility regulatory agencies?

6  
7 A: Yes, I have testified before the District of Columbia Public Service  
8 Commission, the Pennsylvania Public Utilities Commission, the Massachusetts  
9 Department of Public Utilities, the Maryland Public Service Commission, the Texas  
10 Public Utility Commission, and the New Mexico Public Service Commission.

11  
12 Q: The BIA retained your services in this case?

13 A: Yes.

14  
15 Q: What is the purpose of your testimony?

16 A: The BIA and Mohave Electric Cooperative ("Mohave") entered into a  
17 contract to construct a 70 mile electric line (the "Line") from Mohave's Nelson  
18 Substation to Long Mesa. I was asked to perform the following tasks:

- 19
- 20 • to review documents;
  - 21
  - 22 • to examine the characteristics of the Line;
  - 23
  - 24 • to determine whether the Line is a transmission or distribution line;
  - 25
  - 26 • to determine whether the customers Mohave provided service to along the  
27 Line, including the BIA, were Mohave's retail electric customers;
  - 28

- to study the service arrangements between Mohave and the BIA and the customers along the Line; and
- to determine whether the Line is necessary or useful to the customers and the public.

Q: What documents have you reviewed?

A: I reviewed Mohave's filings with the Arizona Corporation Commission ("ACC") and documents produced by the parties in this case, including but not limited to the yearly statistical and financial data that Mohave files with the United States Rural Electrification Administration ("REA"; now known as Rural Utilities Service), Mohave's loan application that it filed with the REA, and the ACC chief counsel's letter dated September 8, 2004 and sent to Mohave's attorney.

## **II. Classification of Line as a Distribution Line**

Q: Based upon the information that you have reviewed and your experience, would you consider the Line a transmission or distribution line?

A: A distribution line.

Q: Why do you consider the Line to be a distribution line?

A: First, Mohave treated the Line as a distribution line. Second, the characteristics of the Line indicate it is a distribution line.

### **A. Pre-construction: Line treated as a distribution line**

Q: You stated that Mohave treated the Line as a distribution line. How did Mohave do that?

1 A: In many ways, beginning even before Mohave constructed the Line.  
2 Mohave financed construction of the Line with a \$1,600,000 loan from the REA. As part  
3 of Mohave's loan application, Mohave completed and submitted to REA a "Cost  
4 Estimates and Loan Budget for Electric Borrowers," REA Form 740c. Attached as  
5 Exhibit 2 is a copy of Mohave's cost estimate.  
6

7 Q: When did Mohave complete REA's cost estimate?

8 A: Mohave's Manager and Board President certified the accuracy of the  
9 information. They signed the cost estimate on January 18, 1980.  
10

11 Q: In Mohave's cost estimate that it submitted to the REA, how did Mohave  
12 indicate that the planned Line would be a distribution line?

13 A: Mohave provided cost estimate information, based upon the type of  
14 facilities it was going to construct. Mohave requested funding to construct a 24.9 kV  
15 70.0-mile distribution line.  
16

17 Mohave's cost estimates were solely for distribution-related facilities and  
18 services. Under Section A, Mohave estimated the following costs for construction of  
19 distribution facilities:

- 20 • \$1,472,500 for a distribution line tie-in that it called "Supai 14.4/24.9  
21 Kv Line" of "70.0" miles.
- 22 • \$12,500 for distribution substations, switching stations, and  
23 metering point changes. Specifically, Mohave indicated it would  
24 spend \$9,500 for an OCR at Nelson Substation and \$3,000 to add  
25 metering at Supai.
- 26 • \$15,000 for miscellaneous distribution equipment.
- 27 • \$100,000 for distribution engineering services.  
28

1 Thus, Mohave certified in its loan application that all loan proceeds, \$1,600,000, would  
2 be used to construct a distribution line.

3 Q: Did Mohave represent to the REA that any portion of its \$1,600,000 loan  
4 would be used for transmission-related expenses?

5 A: No. The entire loan was to be used to construct a distribution line. So  
6 even before Mohave constructed the Line, it indicated to the REA that the Line would be  
7 a distribution, not transmission, line.

8 Q: Did the lender, REA, approve funding for the construction of a distribution  
9 or transmission line?

10 A: REA approved funding for the construction of a distribution line. Attached  
11 as Exhibit 3 is a September 27, 1979 REA memo recommending "... administrative  
12 approval" of Mohave's \$1,600,000 loan application. In it, REA stated the loan to  
13 Mohave would be used to construct "70 miles of 14.4/24.9 distribution line from  
14 Mohave's existing system to facilities at the rim of the canyon where it will tie in to  
15 existing lines leading down into the canyon." REA ultimately approved the loan to  
16 construct a distribution line.  
17

18 Q: Were there any other indications before the Line began delivering  
19 electricity that would suggest that Mohave, the BIA, or the ACC thought the Line would  
20 be a distribution line?  
21

22 A: Yes. First, as the Line runs along a BIA right-of-way, Mohave needed an  
23 easement to initially construct and then maintain the Line. The BIA granted Mohave a  
24 50 foot easements, one for the Hualapai Reservation and another for the Havasupai  
25 Reservation, "to be used to construct, install, operate and maintain an electrical  
26 distribution line, along with the right to ingress thereto and egress therefrom." Attached  
27  
28

1 as Exhibit 4 are copies of the two easements. Mohave, therefore, only had the right to  
2 build and maintain a distribution line. Mohave did not have the right to construct a  
3 transmission line. This too indicates that the BIA and Mohave intended the Line to be a  
4 distribution line.  
5

6 Second, Mohave had to get ACC approval of its \$1,600,000 REA loan. In  
7 Mohave's application to the ACC to get the loan approved, Mohave attached a copy of a  
8 cost estimate analysis for the project. Mohave estimated the cost of the to-be-built Line  
9 if it was for "Distribution Service" or for "Transmission Service". In the estimate,  
10 Mohave stated that "For comparison purposes only, an estimated cost of the project, if  
11 69 KV transmission facilities were utilized, is also included herein." (Attached as Exhibit  
12 5; emphasis in original.) Mohave indicated that distribution service, not transmission  
13 service, was the selected alternative. Mohave estimated the cost for distribution service  
14 to be \$1,600,000, which is the loan amount, and \$3,376,000 for 69 KV transmission  
15 service. Clearly Mohave recognized the difference between a distribution and  
16 transmission line and it knew it was obtaining a loan to construct a distribution line.  
17  
18

19 Also, there were maps attached to the application showing the route of the  
20 proposed line. Several of the maps were titled "Proposed Distribution Line Supai  
21 Canyon".  
22

23 Q: Did the ACC approve Mohave's loan to construct a distribution line?

24 A: Yes. In Decision No. 51491, issued on October 22, 1980 (attached as  
25 Exhibit 6), the ACC approved Mohave's loan, stating:  
26

27 The proceeds from the borrowings will be used for construction purposes  
28 of an electric line extension from applicant's certified area across a portion  
of the Hualapai and Havasupai Indian Reservation located north of Route

1 66 on and adjacent to Supai Road, Coconino County, Arizona. (Emphasis  
2 added.)

3 A "line extension" is defined as "lines and equipment necessary to extend the electric  
4 distribution system of the utility to provide service to additional customers." AAC R 14-  
5 2-201(22). Accordingly, the ACC understood that the to-be-built Line would be a  
6 distribution, not transmission, line.  
7

8 Q: Is there anything else that would have indicated that the to-be-built Line  
9 would be a distribution line?

10 A: Yes. In 1977 the Hualapai Tribe approved Resolution No. 36-77, which is  
11 attached as Exhibit 7. In this resolution the Tribe states, "WHEREAS, the Mohave  
12 Electric Cooperative....is planning to construct an electric power distribution line to  
13 Havasupai Village for the Havasupai Tribe...." Further, the Tribe resolves and  
14 authorizes "the Bureau of Indian Affairs to grant a right-of-way easement as per maps  
15 submitted for the electric power distribution line to be built by the Mohave Electric  
16 Cooperative...."  
17

18 Q: Mohave and the BIA entered into the contract (the "Contract") to construct  
19 the Line. Have you reviewed the Contract?  
20

21 A: Yes. A copy is attached as Exhibit 8.  
22

23 Q: Does the Contract discuss the point of delivery, service characteristics and  
24 ownership?

25 A: Yes. The point of delivery is identified as "Line side of Long Mesa Power  
26 Transformer, as more fully described in Addendum No. 1 and Exhibit 1. The service  
27 characteristics are described as "...three (3) phase, sixty cycles, and shall be delivered  
28

1 at 14.4/24.9 kilovolts.." and "The electric energy furnished hereunder shall be metered  
2 at 24.9 kilovolts." The ownership was stated as "All facilities to be provided by or on  
3 behalf of Mohave shall be and remain its sole property. All facilities to be provided by  
4 the Government beyond the point of interconnection shall be and remain its sole  
5 property."  
6

7 Q: Does the Addendum No. 1 mentioned above discuss the location of the  
8 proposed service?  
9

10 A: Addendum No. 1 states that MEC "shall construct a power line from its  
11 existing facilities, a distance of approximately 70 miles, to a point of termination at the  
12 line side at the Long Mesa Power transformer, which shall be the point of delivery. This  
13 transmission line and line extension shall be constructed along the right-of-way which is  
14 set forth on the existing plant marked as Exhibit "I" attached hereto." As discussed, the  
15 easements (Exhibit 4) specified they were for a distribution line.  
16

17 Q: In the Addendum No. 1 to the Contract, there is reference to a "power  
18 line," "transmission line," "distribution line," and "line extension." Does the use of these  
19 terms change your opinion that the Line was a distribution line?  
20

21 A: No. To me the terms are generic. The use of "power line" is a general  
22 term to describe conductor that transmits electricity. In this case it is used to describe  
23 the construction of poles and wires to carry electricity from the Nelson Substation to the  
24 Long Mesa Power transformer. Further, in the context of the paragraph, I would  
25 interpret the use of "transmission line" to again describe the poles and wires to be built  
26  
27  
28

1 to move electrical power from the Nelson Substation to the Long Mesa Power  
2 transformer.

3  
4 Q: Did Addendum No. 1 discuss the use of the Line?

5 A: In Addendum No. 1, it states "The Government agrees that Mohave may  
6 elect to serve the Hualapai Indian Reservation upon its own arrangements from the  
7 utility plant proposed to be constructed..." Although the Line is called various names in  
8 the Contract, this too suggests that it was intended to be a distribution line.  
9

10 **B. Post-construction: Line treated as a distribution line**

11  
12 Q: You have testified that in your opinion before construction was completed,  
13 REA, Mohave, the BIA, and the ACC classified or considered the Line to be a  
14 distribution line. Mohave completed construction of the Line in November 1981 and it  
15 became operational in the spring of 1982. How did Mohave classify the Line after it  
16 began delivering electricity?  
17

18 A: Post-construction, Mohave continued to treat the Line as a distribution  
19 line.

20 Q: How did you determine that Mohave treated the Line as a distribution line  
21 after it was constructed?

22 A: In both its filings with the ACC and with the REA, Mohave indicated the  
23 Line was a distribution line.  
24

25 Q: What REA filings are you referring to?

26 A: As a REA borrower, every year Mohave files with the REA a financial and  
27 statistical report, typically called a Form 7. Mohave also often files its Form 7s with the  
28 ACC. In those annual reports, Mohave summarizes things such as its revenues,

expenses, outstanding loans, number and type of customers, and miles of transmission and distribution lines. Attached as Exhibit 9 are copies of the portions of the REA's reports from 1980 through 2007 with Mohave's yearly data. Below is a table I prepared that summarizes some of Mohave's data contained in the REA reports, including the number of Mohave's sale for resale customers and miles of overhead transmission and distribution lines.

Year Ending December 31,	Miles Of Line			To Others For Resale	
	Transmission	Distribution - Overhead	Distribution - Underground	Number of Customers	Energy Sold - kWh
1980	82	639	26	-	-
1981	82	657	26	-	-
1982	82	724	28	-	-
1983	82	738	29	-	-
1984	82	751	33	-	-
1985	84	764	48	-	-
1986	84	768	64	-	-
1987	84	781	75	-	-
1988	84	789	77	-	-
1989	84	799	97	-	-
1990	84	823	109	-	-
1991	84	841	119	-	-
1992	84	853	132	-	-
1993	84	864	151	-	-
1994	84	880	162	-	-
1995	84	891	166	-	-
1996	84	901	175	-	-
1997	93	895	184	-	-
1998	94	910	203	1	355,813
1999	94	920	207	1	438,188
2000	94	948	221	-	385,529
2001	102	967	231	-	-
2002	102	974	237	1	35,117
2003	102	984	244	1	112,587
2004	102	1,013	254	1	142,889
2005	102	1,021	269	1	137,540
2006	107	1,033	284	1	100,915
2007	107	1,042	295	1	92,695
From:					
Statistical Report - Rural Electric Borrowers					

Q: How do you conclude from Mohave's yearly reports that Mohave treated the Line as a distribution line?

1 A: A couple of different ways. First, and as mentioned, Mohave had to report  
2 the number of miles of transmission lines it had.

3  
4 Beginning in 1980, Mohave reported that it had the following miles of  
5 transmission lines:

<u>Year</u>	<u>Transmission Lines</u>
1980-84	82 miles
1985-96	84
1997	93
1998-2000	94
2001-05	102
2006-07	107

10  
11 Before Mohave completed construction of the Line (1980 and 1981), Mohave  
12 reported that it had 82 miles of transmission lines. In 1982, immediately after Mohave  
13 completed construction of the Line, Mohave still reported that it had 82 miles of  
14 transmission lines. Had Mohave considered the Line to be a transmission line, then <sup>of</sup>  
15 Mohave should have increased its number of miles of transmission by about 70 to a  
16 total of approximately 150 miles. Mohave did not do that and that indicates Mohave did  
17 not classify the Line as a transmission line.

18 Interestingly, in its 1982 report, after Mohave completed construction of the Line,  
19 Mohave reported that its overhead distribution lines had increased by 64 miles over  
20 1981. I believe this was the result of Mohave adding the Line to its annual REA reports.  
21 In my opinion, therefore, Mohave classified the Line as a distribution line.

22 Q: How else does Mohave's reported mileage of its lines indicate that it  
23 considered the Line a distribution line?

24 A: If Mohave considered the Line a transmission line, then there should have  
25 been a decrease in reported transmission line mileage in 2003, the year in which  
26 Mohave quitclaimed the Line. As indicated above, however, in 2001, 2002, 2003, 2004,  
27  
28

1 and in 2005 Mohave reported 102 miles of transmission lines. There was no reduction.  
2 This indicates Mohave did not classify the Line as a transmission line.  
3

4 Q: Is there anything else in Mohave's REA Form 7s that indicate Mohave did  
5 not consider the Line to be a transmission line?

6 A: Yes. As previously noted, Mohave reported to the REA in 1980 that it had  
7 82 miles of transmission lines. The number of miles of Mohave's transmission lines  
8 grew slightly over the years to the present 107 miles. The Line is approximately 70  
9 miles long. In 2002, for example, Mohave certified that it had a total of 102 miles of  
10 transmission lines. If the approximately 70 miles of the Line were part of those 102 total  
11 miles, this would mean that Mohave had only an additional 24 miles of other  
12 transmission lines. That was not the case, however.

13 From reviewing ACC records, it appears as shown on the table below that  
14 Mohave has about 95 miles of 69 kV transmission lines.  
15

Description From Substation To Substation	Miles
Topock To Swan	8.33
Swan To Junction Point	4.00
Junction Point to Willow Valley	1.00
Junction Point to Camp Mohave	6.50
Camp Mohave To Riviera	5.50
Riviera To Big Bend	2.08
Riviera To Junction Point 2	0.70
Junction Point 2 To Medlin	3.20
Junction Point 2 To Silver Creek	10.00
Subtotal	41.31
From WAPA Junction To Bullhead	0.01
From WAPA Junction To Kingman Tap To Hualapai	19.20
From SWTransco To Cyprus Bagdad	11.20
Subtotal	30.41
From Round Valley To Nelson	23.40
Total Miles	95.12

1  
2  
3 Thus, given that the Line is approximately 70 miles long, Mohave could not have  
4 classified it as a transmission line. Mohave must have classified the Line as a  
5 distribution line.

6 Q: So in your opinion, the REA reports indicate that Mohave classified the  
7 Line as a distribution line.

8 A: Yes.

9 Q: There have been assertions that Mohave considered the BIA to be a sale  
10 for resale customer in that it resold or redistributed the electricity it received at Long  
11 Mesa. What is a "sale for resale" transaction?

12 A: The Energy Information Administration defines sales for resale as "A type  
13 of wholesale sales covering energy supplied to other electric utilities, cooperatives,  
14 municipalities, and Federal and state electric agencies for resale to ultimate  
15 consumers."

16 Q: Is there anything in Mohave's REA annual reports that would indicate  
17 whether or not Mohave thought the BIA was a sale for resale customer?

18 A: Yes. In every annual REA report, Mohave had to certify the number and  
19 type of its customers, including sale for resale customers. If Mohave considered the  
20 BIA to be a sale for resale customer, then Mohave should have classified the BIA as  
21 such. However, from 1980 through 1997, Mohave indicated it had no sale for resale  
22 customers. From 1998 through 2000, Mohave indicated it had one sale for resale  
23 customer. In 2001, Mohave again indicated it had no sale for resale customers. From  
24 2002 through 2007, Mohave once again indicated it had one sale for resale customer.  
25 Although I do not know if the one sale for resale customer Mohave reported from 1998  
26 through 2000 and from 2002 through 2007 is the BIA, Mohave did not consider the BIA  
27 to be sale for resale customer from 1980 through 1997 and in 2001. At least for the first  
28

1 15 years that the Line was operational, Mohave did not classify the BIA as a sale for  
2 resale customer or as a utility.  
3

4 Q: Even if Mohave did not treat the BIA as a sale for resale customer, is the  
5 BIA acting as a utility by delivering electricity to Havasupai Village, reading meters, and  
6 billing Supai members living at the bottom of the Grand Canyon?

7 A: Not really. The BIA uses some of the electricity in Havasupai Village for  
8 its own purposes, such as for a BIA school, a BIA detention facility, living quarters for  
9 BIA teachers and law enforcement personnel, and a BIA maintenance facility. For the  
10 electricity that the BIA uses for its own buildings or facilities, the BIA certainly is not  
11 acting as a utility.

12 Now, some of the electricity also is used at the bottom of the Grand Canyon by  
13 Indian Health Services for a medical clinic and by Havasupai members. As I  
14 understand it, the BIA's "normal course of business" is to, where authorized, act for the  
15 benefit of Native Americans. Providing electricity to Havasupai members is no different  
16 than providing other services to them, such as the school and detention facility. A utility  
17 does not provide these types of services.

18 Also, a "retail electric customer" includes anyone who uses the electricity in that  
19 person's trade or business. A.R.S. § 40-201(21). Providing support to Native  
20 Americans, including in the present case providing electricity to Supai members, is part  
21 of the BIA's trade or business. In its contract with the BIA, Mohave acknowledged that  
22 the BIA would use electricity in Havasupai Village. Despite knowing this, Mohave  
23 charged the BIA a retail electric rate. So the BIA would be a retail, not wholesale,  
24 customer.  
25

26 An example or analogy would be apartment complexes or mobile home parks  
27 with master meters and individual meters for the apartments or mobile homes. The  
28 electric utility bills the apartment complex owner at the master meter and the owner, in

1 turn, reads the tenants' individual meters and bills the tenants for their electricity usage.  
2  
3 The owner naturally uses some of the electricity delivered at the master meter for its  
4 "own" use, such as lighting common areas or for use in its office or in any maintenance  
5 building. The apartment complex owner is not a utility simply because it reads meters  
6 and bills its tenants. That is part of the package of all the services the owner provides  
7 to its tenants.

8 Q: What is a master meter?

9 A: In ACC R14-2-201, it is defined as "A meter for measuring or recording  
10 the flow of electricity that has passed through it at a single location where said electricity  
11 is distributed to tenants or occupants for their individual usage."

12 Q: Is this similar to the situation in Havasupai Village?

13 A: Yes. The BIA uses some of the electricity for its own facilities and  
14 buildings and some electricity for the Supai members as part of its overall services  
15 provided to them. Admittedly, this is a unique situation. The BIA here is no more a  
16 utility than the owner of an apartment complex with a master meter would be considered  
17 a utility.

18 Q: You testified that in Mohave's yearly REA statistical reports Mohave  
19 treated the Line as part of its distribution system. And you previously testified that in  
20 Mohave's filings with the ACC it also treated the Line as a distribution line. What ACC  
21 filings were you referring to?

22 A: Based upon a review of Mohave's last application for a permanent rate  
23 increase, Docket No 0-1750-89-231, filed September 26, 1989, Mohave classified the  
24 Line as a distribution line.

25 Q: How do you know this?

26 A: As part of its application for a rate increase, Mohave filed a Cost of  
27 Service study for the year ending July 31, 1989 and a REA Form 7 for year ending  
28

1 December 31, 1988. Attached as Exhibit 10 are Mohave's Cost of Service study and  
2 the Form 7.  
3

4 With regard to Mohave's REA Form 7 that Mohave filed with the ACC, Mohave's  
5 manager and accountant certified on January 23, 1989 that Mohave had 84 miles of  
6 transmission lines. The Line is approximately 70 miles long. If the approximately 70  
7 miles of the Line were assumed to be part of the 84 miles transmission lines, this would  
8 mean that Mohave had only an additional 14 miles of other transmission lines. As I  
9 discussed, the total miles of Mohave's transmission lines far exceed 14 miles and  
10 Mohave could not have classified the Line as a transmission line. Mohave must have  
11 classified the Line as a distribution line.  
12

13 Q: How did Mohave classify the Line in its Cost of Service study?

14 A: As a distribution line. In the Cost of Service study, page 22, for  
15 Transmission Plant categories of Station Equip.- Power Sup., Tower & Fixtures - . -  
16 Power Sup. And Overhead Cond. - Power Sup. \$1,456,205 was specifically set aside to  
17 be allocated to BIA, Chemstar & Cyprus-Bagdad. On page 24, for the BIA only \$60,545  
18 out of the \$1,456,205 of transmission plant was allocated to the BIA customer class.  
19 This is far below the value of the Line.  
20

21 In contrast, on page 25, for Distribution Plant categories of Station Equip.-  
22 Primary, Poles - Primary, Overhead Cond. - Primary, Meters and Lighting \$1,738,972  
23 was specifically set aside to be allocated to Lighting, BIA, Chemstar & Cyprus-Bagdad.  
24 On page 27, \$1,170,499 out of the \$1,738,972 of distribution plant was allocated to the  
25 BIA. This was the approximate actual construction cost of the Line. This strongly  
26  
27  
28

1 suggests that in its own internal accounting records, Mohave classified the Line as a  
2 distribution line and a distribution asset.

3 Likewise, other numbers in the Cost of Service study suggest that Mohave  
4 considered the Line to be a distribution line. For example, accumulated depreciation on  
5 page 30 attributable to BIA was only \$24,420 for transmission plant while \$261,247 was  
6 reported for distribution plant; operation and maintenance expenses attributable to BIA  
7 on page 39 were only \$234 for transmission and on page 42 were \$8,878 for  
8 distribution; and on page 48 transmission plant depreciation attributable to BIA was only  
9 \$1,665 while distribution plant depreciation was \$34,802.

10 The expenses and assets Mohave attributed to distribution services rendered to  
11 the BIA are very high when compared to transmission services. Again, this strongly  
12 indicates that Mohave treated the Line as a distribution line, not as a transmission line.

### 13 **III. Customers Along the Line were Mohave's Retail Customers**

14 Q: What customers have received electricity along the Line?

15 A: On or about August 7, 2003, Mohave's counsel wrote the BIA and the  
16 tribes and listed the accounts along the Line that it purportedly was transferring to the  
17 BIA and the tribes. See Stipulated Facts, ¶ 37. Those 12 accounts included the BIA at  
18 the end of the Line at Long Mesa. Actually, the BIA has two accounts at or near the end  
19 of the Line, one for a radio repeater and then the last meter at Long Mesa. Along the  
20 Line from Nelson Substation to Long Mesa, there were about 12 accounts.

21 Q: Were those customers along the Line retail electric customers?

1           A:     Yes. A "retail electric customer" includes those who "purchase electricity  
2 for that person's use, including use in that person's trade or business, and not for  
3 resale, redistribution or retransmission." A.R.S. § 40-201(21).  
4

5           There are several residences, including the Cesspooch and Bravo homes, along  
6 the Line, and those people used their electricity for their own residential use. Hence,  
7 they were Mohave's retail electric customers.  
8

9           Also, the Hualapai Tribe has several accounts along the Line, for such things as  
10 well pumps, lake pumps, a fish hatchery, and a youth camp. So these Hualapai Tribe  
11 locations were Mohave retail electric customers.  
12

13          The BIA has two accounts along the Line that are used for a fire observation  
14 tower on the Hualapai Reservation and, as mentioned, for a radio repeater on the  
15 Havasupai Reservation at Long Mesa. These BIA accounts were Mohave's retail  
16 electric customers.  
17

18          The Navajo Nation leases a ranch along the Line and receives electricity from the  
19 Line for the ranch and living quarters on the ranch. That is the account that Mohave  
20 called Diamond A Ranch/Camp 16. I believe the Navajo Nation also was a retail  
21 electric customer along the Line.  
22

23          At the end of the Line, just before the termination point, is another Mohave retail  
24 account for a telephone company. Mohave billed Arizona Telephone Company, but I  
25 understand a telephone or wireless company called TDS now receives electricity at this  
26 site. This too appears to have been Mohave's retail customer.  
27  
28

1 Finally, at the end of the Line is the last BIA meter. As previously discussed, the  
2 BIA sends that electricity down to Havasupai Village where it is used for its own  
3 facilities, such as a BIA school, a BIA detention facility, a BIA maintenance building, and  
4 BIA living quarters for teachers and other BIA employees. The electricity the BIA uses  
5 for its own facilities is needed to keep the Havasupai Village operating and functioning  
6 in an orderly fashion and allows the Havasupai Village, and Havasupai tribal members,  
7 to live in as safe and friendly a community as reasonably possible. The BIA's efforts to  
8 do this fall within its "trade or business." The BIA was Mohave's retail customer for the  
9 electricity it has used in Havasupai Village for its own facilities.  
10  
11

12 For all these customers I've just discussed, none of them resold or redistributed  
13 the electricity they received from Mohave. This too proves that they were Mohave's  
14 retail customers.  
15

16 With regard to the electricity that the BIA provides to the tribal members living in  
17 Havasupai Village, I believe the BIA's trade or business includes providing support to  
18 Native Americans. The BIA's supply of electricity to Native Americans in this remote,  
19 hot environment falls within the BIA's trade or business of providing support to Native  
20 Americans. So even disregarding the fact that the BIA uses some of the electricity in  
21 Havasupai Village for its own facilities and buildings, the BIA's account at Long Mesa is  
22 or was Mohave's retail account.  
23  
24

25 Q: Besides falling within the definition of "retail electric customer," are there  
26 any other reasons why you believe the customers along the Line were Mohave's retail  
27 customers?  
28

1           A:     Yes. I believe Mohave treated them as retail customers. For all of these  
2 retail customers, the only way they would have been connected by Mohave would be if  
3 the customers asked Mohave to provide service. It appears that this must have  
4 occurred because Mohave installed its meters, Mohave read its meters, and Mohave  
5 billed the retail customers.  
6

7           As I mentioned, the BIA has a fire observation tower along the Line. Attached as  
8 Exhibit 11 is a January 30, 1997 Mohave invoice to the BIA for the fire tower (sub-  
9 account 001). Mohave charged the BIA rate 504, which is Mohave's retail small  
10 commercial rate. The \$12.00/month customer charge is what Mohave charges its small  
11 retail customers. Similarly, attached as Exhibit 12 are January 30, 1997 and August 31,  
12 1998 Mohave invoices to the BIA for its radio repeater at Long Mesa. Mohave once  
13 again charged the BIA a retail small commercial rate.  
14  
15

16           Attached are Exhibits 13 and 14, which are two July 23, 2003 letters from  
17 Mohave to the Department of Interior (BIA). The letters were sent when Mohave  
18 abandoned the Line and stopped servicing the accounts along it. These letters concern  
19 the BIA's fire observation and radio repeater accounts, respectively, and in both letters  
20 Mohave states, "your retail electric service has been transferred...." So Mohave itself  
21 thought the BIA was its retail customer.  
22  
23

24           Similarly, attached as Exhibit 15 is part of a July 1, 2003 Mohave invoice to the  
25 Hualapai Tribe. The Hualapai have a number of sub-accounts with Mohave. Some of  
26 those sub-accounts are for meters along the Line, including sub-accounts 027, 073, and  
27  
28

1 100. Other Hualapai sub-accounts along the Line are 060, 083, and 084, but the pages  
2 of Mohave's invoice with those sub-accounts are missing.

3  
4 For these Hualapai accounts along the Line, Mohave charged the tribe at rate  
5 504, Mohave's small commercial retail rate. Mohave also charged a \$12.00/monthly  
6 customer charge, which is consistent with Mohave's retail small commercial rate.

7 Mohave therefore treated the Hualapai as a retail customer.  
8

9 Finally and in the same vein, attached as Exhibit 16 are five Mohave invoices to  
10 W C Bravo, whom I understand is a Hualapai member. Mohave charged Mr. Bravo its  
11 retail residential rate, Rate 101. Also, the \$9.50/month customer charge is Mohave's  
12 charge to its retail residential customers. So Mohave once again treated this customer  
13 as a retail customer, just like all of its other retail customers.  
14

15 Q: You previously discussed Mohave's cost of service study that Mohave  
16 submitted to the ACC as part of its application for a rate increase. In that cost of service  
17 study, did Mohave treat the customers along the Line as retail customers?  
18

19 A: Yes, Mohave treated the customers along the Line just like its other retail  
20 customers.  
21

22 Q: How?

23 A: The Hualapai Tribe and the BIA accounts, other than the Long Mesa  
24 meter, were not singled out by Mohave for a special rate, nor did Mohave single out Mr.  
25 Bravo. Mohave included these customers with all of their other retail small commercial  
26 and residential accounts when allocating costs and developing rates approved by the  
27 ACC. Mohave treated them exactly the same as Mohave's other retail customers.  
28

1 **IV. The Characteristics of the Line Indicate it is a Distribution Line**

2  
3 Q: You've testified that Mohave, the ACC, and the REA all classified or  
4 treated the Line as a distribution line. If you disregard their classification or treatment of  
5 the Line and just looked at the actual characteristics of the Line, how would you  
6 characterize the Line?

7 A: A distribution line.

8 Q: Why is it a distribution line?

9  
10 A: Several reasons. First, the Line is operated at 24.9 kV, and this is  
11 Mohave's normal distribution voltage level for serving its other retail customers.

12 Second, the Line falls within the definition of "electric distribution facilities."  
13 "Electric distribution facilities" are defined as "all property used in connection with the  
14 distribution of electricity from an electric generating plant to retail electric customers  
15 except electric transmission facilities." A.R.S. § 40-201(6). As mentioned, Mohave  
16 served retail residential and commercial customers from the Line.

17  
18 Third, Mohave connected distribution transformers to the Line and then extended  
19 the service drops from those transformers to the end user's meter panel to record  
20 usage. That is not normally done on transmission lines.

21  
22 Fourth, under industry standards distribution lines deliver electricity to retail  
23 customers like those along the Line. Conversely, transmission lines are used to move  
24 large quantities of power at high voltage. 24.9 kV is not normally considered high  
25 voltage.

26  
27 Fifth, a "transmission line" is defined as:  
28

1 [A] series of new structures erected above ground and supporting one or more  
2 conductors designed for the transmission of electric energy at nominal voltage of  
3 one hundred fifteen thousand volts or more .....

4 A.R.S. § 40-360(10). The Line, which is only 24.9kV, does not fit into this definition  
5 because its kilovolts fall far below the 115kV threshold. Although this definition deals  
6 with the ACC's power plant and transmission line siting committee, it demonstrates that  
7 transmission lines typically carry a far greater load than 24.9kV.  
8

9 Sixth, "electric transmission facilities" are defined to be "all property so classified  
10 by the federal energy regulatory commission or, to the extent permitted by law, so  
11 classified by the Arizona corporation commission." A.R.S. § 40-201(11). To my  
12 knowledge, neither FERC nor the ACC has classified the Line as a transmission line.  
13

14 Seventh, "distribution lines" are defined as "utility lines operated at distribution  
15 voltage which are constructed along public roadways or other bona fide rights-of-way,  
16 including easements on customer's property." AAC R14-2-201(13). The Line's voltage  
17 is 24.9kV, the same voltage as Mohave's other distribution lines. Also, the Line runs  
18 along a public roadway, Indian Route 18. So, the Line falls within the ACC's definition  
19 of a "distribution line."  
20

21 All of this indicates the Line is a distribution line and that it is simply a line  
22 extension from Mohave's Nelson Substation. "Line extension" is the "lines and  
23 equipment necessary to extend the electric distribution system of the utility to provide  
24 service to additional customers." AAC R 14-2-201(22). The Line extended Mohave's  
25 electric distribution system from the Nelson Substation to Long Mesa in order to provide  
26 service to additional customers.  
27  
28

1 In sum, the Line's characteristics indicate it is a distribution line.

2 **V. Mohave's Service Territory Includes Area Along the Line**

3  
4 Q: Is the Line within Mohave's certificated area?

5 A: For the most part, no. The first couple of miles of the Line are within  
6 Mohave's certificated area. I believe two customers along the Line are within Mohave's  
7 certificated area. However, most of the Line is outside Mohave's certificated area.  
8

9 Q: Is the Line within Mohave's service territory?

10 A: Yes. "Service territory" includes the area the utility "owns, operates,  
11 controls or maintains electric distribution facilities ... and that additional area in which  
12 [the utility] has agreed to extend electric distribution facilities ... whether established by  
13 a certificate of convenience and necessity, by official action by a public power entity or  
14 by contract or agreement." A.R.S. § 40-201(22).  
15  
16

17 As previously discussed, the Line is an "electric distribution facility" and, at least  
18 at one time, Mohave owned the Line. Hence, the Line would be within Mohave's  
19 service territory. Even if Mohave does not currently own the Line, the Line is within  
20 Mohave's service territory as Mohave agreed to extend its electric distribution facilities  
21 per a contract or agreement.  
22

23 Moreover, on May 30, 1986, Mohave filed with the ACC its amended Articles of  
24 Incorporation. Mohave attached to its Amendment its March/April 1986 newsletter that  
25 stated that "District 1 encompasses the entire service territory of the co-op lines east of  
26 Kingman and includes....and Long Mesa". Attached as Exhibit 17 is a copy of  
27 Mohave's newsletter that it filed with its amended Articles of Incorporation.  
28

1 Q: You mentioned Mohave's certificated area. In your opinion, was Mohave  
2 required to get a certificate of convenience and necessity ("CCN") for this area before it  
3 built the Line?  
4

5 A: No. A CCN is not needed for an extension into an area that is contiguous  
6 to Mohave's other lines and is not served by another public service corporation. See  
7 A.R.S. § 40-281(B). The Line is an extension into an area not served by any other  
8 public service corporation, so Mohave did not have to get a CCN. Even if Mohave had  
9 to get a CCN, it's my understanding that under its contract with the BIA, it was Mohave's  
10 responsibility to obtain the CCN.  
11

12 **VI. Line is Necessary and Useful**  
13

14 Q: Are you familiar with the location of the Line?  
15

16 A: Yes. I've driven the entire length of the Line and I've looked at maps of  
17 the area, including ACC's maps of certificated areas.  
18

19 Q: Please describe the Line's location.  
20

21 A: Most of the Line is in a very remote area, some people would describe it  
22 as desolate. For the most part, it is high desert.  
23

24 Q: Other than the Line, could the tribes and the BIA obtain electricity from  
25 another electric utility?  
26

27 A: Anything is possible, but it would be difficult. Other possible sources of  
28 electricity are far away. For example, APS has a service center in Williams Arizona,

1 which is about 70 miles from Indian Service Route 18 and Route 66. For APS to bring  
2 service to Long Mesa could require construction of line over rugged terrain that could  
3 cover 60 – 80 miles or more depending upon APS' closest source. Assuming another  
4 utility would be willing to bring service to the area, it would be expensive to construct  
5 another line.  
6

7  
8 Q: Do you think the Line was used or useful to the customers along the Line?

9  
10 A: Certainly. They currently receive their electricity from the Line and have  
11 done so for about 25 years, so the Line was and is used and the Line was and is useful  
12 to the customers.  
13

14 Q: Do you think the Line is necessary for the supply of electricity to the  
15 public?  
16

17 A: Yes. As mentioned, this is a very remote area and there are no readily  
18 available alternatives for the supply of electricity.  
19

20 Q: To your knowledge, did Mohave obtain ACC approval before quitclaiming  
21 the Line to the tribes and the BIA?  
22

23 A: No.  
24

## 25 **VII. ACC Staff Concluded Mohave Violated State Law and Regulations**

26 Q: As part of your review of the records produced in this case, did you come  
27 across a letter from ACC chief counsel Christopher Kempley?  
28

1           A:     Yes, I reviewed a letter dated September 8, 2004 from Mr. Kempley to  
2 Mohave's attorney. Attached as Exhibit 18 is a copy of the letter. After ACC Chairman  
3 Marc Spitzer unsuccessfully attempted to mediate this dispute, Mr. Kempley wrote  
4 Mohave's attorney and stated:  
5

6           The first point on which Commission Staff holds a firm opinion relates  
7 to the jurisdictional nature of the Hualapai line. The evidence is clear  
8 that [Mohave] constructed the line to serve the Havasupai Tribe. It is  
9 also clear that the line has been used to provide retail electric service  
10 to a number of customers over its length since it was built. Finally, it  
11 is clear that the line was included in rate base in [Mohave's] most  
12 recent rate case and that rates were approved by the Commission  
13 and charged for service over the line. In Commission Staff's view, it  
14 is undeniable that this line is necessary and useful to [Mohave] in the  
15 provision of electric service to its customers.

16           The second, and perhaps most important point to be made on behalf  
17 of Commission Staff relates to [Mohave's] purported abandonment or  
18 quitclaim transfer of the line. Quite apart from the position stated by  
19 representatives of the United States that such abandonment cannot  
20 be effectively made, it is Commission Staff's opinion that any  
21 attempted transfer of the line without Commission approval would be  
22 void pursuant to A.R.S. § 40-285. Without regard to whether  
23 [Mohave] received a Certificate of Convenience and Necessity to  
24 serve a particular geographic area, having commenced service, it  
25 cannot be abandoned without Commission approval.

26                               \* \* \*

27           [It] is crystal clear to Staff that [Mohave] undertook an obligation to  
28 provide service as a public service corporation, obtained Commission  
approval of rates to charge, and included assets in rate base for  
recovery in rates. Under these circumstances, [Mohave] cannot  
escape the obligation it has undertaken without first seeking  
Commission approval.

29           Q:     From your review of the records and filings in this case, do you  
30 agree with Mr. Kempley's conclusions?  
31  
32  
33


1           A:     Yes.  As previously discussed, Mohave used the Line to provide  
2 retail electric service to a number of customers; Mohave included the Line in its  
3 rate base in 1990 when Mohave applied for a rate increase; the Line is  
4 necessary and useful to provide electric service to customers along the Line;  
5 Mohave was required to, but did not, obtain ACC approval before abandoning the  
6 Line and its retail customers served by the Line; and Mohave could not stop  
7 servicing the customers along the Line, including the BIA.  
8

9           Q:     Does that conclude your testimony?  
10

11          A:     Yes.  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Respectfully submitted this 19 day of September, 2008.

DIANE J. HUMETEWA  
United States Attorney  
District of Arizona



MARK J. WENKER  
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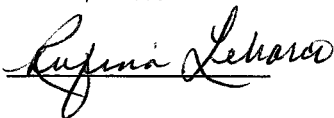
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# Exhibit 1

## **LEONARD GOLD**

Mr. Gold, principal in Utility Strategies Consulting Group, LLC, is a consultant with over 30 years of utility consulting experience. Recent assignments have focused on electric utility facility acquisition and formation, power procurement negotiations, FERC Order 888 transmission access arrangements and litigation support. Mr. Gold's prior experience includes working for Northeast Utilities Service Company, R.W. Beck, Gold, Darnall & Associates and Resource Management International, Inc.

### **CAPABILITIES AT-A-GLANCE**

- ELECTRIC UTILITY CONSULTING
- ELECTRIC UTILITY OPERATIONS & MAINTENANCE
- RESOURCE PLANNING
- LITIGATION SUPPORT
- POWER CONTRACT DEVELOPMENT & NEGOTIATION
- ARIZONA BASED POWER POOLING & POWER MARKETING

He has been instrumental in conducting a wide range of consulting engagements relating to resource planning. Projects have included development of Long Range Integrated Resource plans for a municipal utility, an engagement addressing load forecasts, evaluation of alternative supply-side options, conduct of customer survey, evaluation of demand-side options, and economic feasibility of various alternatives.

Mr. Gold has also been quite active in negotiating utility transmission, power supply and service agreements, addressing scheduling and dispatching, metering, reserve requirements, energy banking, future power requirements and rate structures. In this capacity he has dealt with both owners and generators of power and has addressed issues associated with back-up service and interconnection arrangements and metering.

He currently represents the Ak-Chin Indian Community, a Native American Tribe. He assisted Ak-Chin in the acquisition of the electrical facilities on the reservation from an investor owned utility. This project included the negotiating of the purchase price; the contracts for power supply and transmission access, including pricing, losses, quantity of power, delivery issues and metering needs, and the scheduling arrangements. In addition, he prepared the documents necessary to establish the utility authority and board of directors as well as to layout the required organization and presented and obtained the approval of the tribal council. Electric utility operation began November 1, 1997. Mr. Gold continues to oversee the Ak-Chin Electric Utility Authority operation.

He represented the San Carlos Apache Tribe as part of a Federal initiative to divest the electric system from a government system. This activity included negotiation of contracts for power supply and transmission access, including pricing, losses, quantity of power, delivery issues and metering needs. Additionally he prepared documents necessary to establish the utility authority and board of directors as well as to establish the required utility operational structure.

Mr. Gold holds a B.S. in electrical engineering (Power Program) from Northeastern University (1972) in addition to M. S. in Engineering Science from Rensselaer Polytechnic Institute (1975). He is a professional engineer and is a member of the Institute of Electrical and Electronics Engineers.

**RECORD OF TESTIMONY  
OF  
LEONARD S. GOLD**

<b>UTILITY (APPLICANT)</b>	<b>REGULATORY AGENCY</b>	<b>DOCKET NUMBER</b>	<b>DATE</b>	<b>ORGANIZATION ON WHOSE BEHALF TESTIMONY WAS PRESENTED</b>	<b>SUBJECT(S) OF TESTIMONY</b>
1. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 725	Jan. 1980	Office Of The People's Counsel Of The District Of Columbia	Fuel adjustment clause.
2. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 737	Oct. 1980 To Feb. 1983	Office Of The People's Counsel Of The District Of Columbia	Review of construction program, generation expansion plans and demand side management options.
3. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 758	Oct. 1981	Office Of The People's Counsel Of The District Of Columbia	PURPA cost of service standard, marginal energy costs and production costs.
4. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 757	Jan. 1982	Office Of The People's Counsel Of The District Of Columbia	PURPA cogeneration and small power production marginal energy costs.
5. Pike County Light & Power Company	Pennsylvania Public Utilities Commission	Docket No. R-821857	Apr. 1982	Office Of Consumer Advocate, State Of Pennsylvania	Power supply rate increase and transmission wheeling issues.
6. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 759 Phase II	Jun. 1982 To Dec. 1983	Office Of The People's Counsel Of The District Of Columbia	Time-of-day rates, load management, effects on generation planning.
7. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 815	Sep. 1982	Office Of The People's Counsel Of The District Of Columbia	Request for rate increase & impact on generation expansion program.
8. Western Massachusetts Electric Company	Massachusetts Department Of Public Utilities	Docket No. DPU-1050	May 1983	Attorney General, State Of Massachusetts	Establishment of Generating Facility Performance Standards
9. Pennsylvania Power Company	Pennsylvania Public Utilities Commission	Docket No. R-832409	Oct. 1983	Office Of Consumer Advocate, State Of Pennsylvania	Rate increase power supply & excess capacity.
10. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 759 Phase III	Oct. 1983 To Jul. 1984	Office Of The People's Counsel Of The District Of Columbia	Time-of-day rates & marginal energy costs.
11. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 834	Apr. 1985 To Dec. 1985	Office Of The People's Counsel Of The District Of Columbia	Changes to electric rate tariff & effect on power supply.

Continued/...

**RECORD OF TESTIMONY  
OF  
LEONARD S. GOLD**

<b>UTILITY (APPLICANT)</b>	<b>REGULATORY AGENCY</b>	<b>DOCKET NUMBER</b>	<b>DATE</b>	<b>ORGANIZATION ON WHOSE BEHALF TESTIMONY WAS PRESENTED</b>	<b>SUBJECT(S) OF TESTIMONY</b>
12. Potomac Electric Power Company	Maryland Public Service Commission	Case No. 7881	Jun. 1985 To Mar. 1986	Maryland People's Counsel	Generating Unit Performance program.
13. Baltimore Gas And Electric Company	Maryland Public Service Commission	Case No. 7881	Jun. 1985 To Mar. 1986	Maryland People's Counsel	Generating Unit Performance program.
14. Delmarva Power & Light Company	Maryland Public Service Commission	Case No. 7881	Jun. 1985 To Mar. 1986	Maryland People's Counsel	Generating Unit Performance program.
15. The Potomac Edison Company	Maryland Public Service Commission	Case No. 7881	Jun. 1985 To Mar. 1986	Maryland People's Counsel	Generating Unit Performance program.
16. Potomac Electric Power Company	District of Columbia Public Service Commission	Formal Case No. 8374 Phase II	Jan. 1987 To Sep. 1987	Office Of The People's Counsel Of The District Of Columbia	Changes to electric rate tariff & effect on power supply.
17. Potomac Electric Power Company	Maryland Public Service Commission	Case No. 8063 Phase II	Feb. 1988 To Jan. 1989	General Services Administration	Application of Potomac Electric Power Company for a certificate of public convenience and necessity for Station H and review of its integrated resource plan
18. Central Power And Light	Texas Public Utility Commission	Case No. 6668	Feb. 1989 To Jun. 1989	Public Utility Commission	Prudence of management's decision relative to participation in the South Texas Nuclear Project
19. Gas Company Of New Mexico	New Mexico Public Service Commission	Case No. 2307	Mar. 1990 To Jul. 1990 Settled	County of Los Alamos	Natural gas balancing and methodology used to develop stand-by transportation rate.
20. Beaumont Power & Light Company	Texas Public Utility Commission	Case No. 20125	Oct. 1999 To Dec. 1999	Beaumont Power & Light Company	Application for Certificate of Convenience & Necessity and Pro forma financial information

**PROJECT: Ak-Chin Electric Utility Authority**

**Client:** Ak-Chin Indian Community

**Date:** On-going

**Location:** Ak-Chin Indian Reservation, Maricopa, AZ

**Lead Consultant:** Leonard S. Gold

**Facility Description:** Native American Owned and Operated Electric Utility

- Scope Of Work:**
- Oversee entire electric utility operation and interface with Utility Authority Board.
  - Negotiated and administers Open Access Tariff with Arizona Public Service for delivery of power including scheduling, ancillary services, imbalance accounting and billing.
  - Negotiated and administers construction and maintenance agreement.
  - Negotiated and administers services agreement.
  - Develop hourly schedule of power delivery to meet load and provide to appropriate area load control dispatch centers.
  - Forecast future load requirements and develop plans for meeting growth requirements.
  - Prepared Western Area Power Administration "Small Customer Plan" filing.
  - Conducted field inventory of the electric system.
  - Negotiated Grant of Easement for a Right-of-Way with the Western Area Power Administration.
  - Developed rates and billing program.
  - Prepare customer monthly bills.

**PROJECT: Gila River Indian Community Utility Authority General Consulting Services**

<b>Client:</b>	Gila River Indian Community Utility Authority (GRICUA)
<b>Date:</b>	January 2001 - On-going
<b>Location:</b>	Gila River Indian Community Reservation, AZ
<b>Lead Consultant:</b>	Leonard S. Gold
<b>Facility Description:</b>	Native American Owned and Operated Electric Utility
<b>Scope Of Work:</b>	<ul style="list-style-type: none"><li>• Assist with entire electric utility operation.</li><li>• Negotiation and administration of Open Access Tariff with Salt River Project for delivery of power including scheduling, ancillary services, imbalance accounting and billing.</li><li>• Administration of construction and maintenance agreement.</li><li>• Administration of billing and metering services.</li><li>• Develop budget analyses, including projection of future loads and expenses.</li><li>• Analysis and development of retail rates.</li><li>• Assist with the preparation of an energy plan.</li><li>• Assist with application to Western Area Power Administration for an allocation of CRSP power. Interfaced between customers and SRP on behalf of GRICUA Board.</li><li>• Presentation to the GRICUA Board regarding the process of rate development.</li><li>• Part of negotiating team to obtain an extension of Wholesale Power agreement.</li><li>• Attended meetings on behalf of GRICUA Board including meetings with the BIA, the Gila River Indian Community Council, the Governor and the Lt. Governor.</li><li>• Undertake other utility related assignments as requested by the GRICUA Board</li></ul>

**PROJECT: Gila River Indian Community Utility Authority Strategic Planning**

**Client:** Gila River Indian Community Utility Authority (GRICUA)  
**Date:** February 2001 – Ongoing  
**Location:** Gila River Indian Community Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Facilitate the development of a “living” strategic plan for addressing energy issues and development of the electric system on the Reservation.  
**Scope Of Work:**

- Meet with representatives of the GRICUA Board.
- Facilitated initial strategic planning sessions to develop goals and objectives for GRICUA and GRICUA’s Board.
- Assisted with the prioritization of activities to be accomplished and developed list of assignments and actions to be undertaken.
- Facilitated follow-up session to update initial priority list.
- Summarized recommendations to develop energy strategy.

**PROJECT: Assessment of Electric Facilities on the Gila River Indian Community Reservation**

**Client:** Gila River Indian Community Utility Authority (GRICUA)  
**Date:** June 2001 – January 2002  
**Location:** Gila River Indian Community Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Assessment based on visual observations of the physical condition of the electric distribution system.  
**Scope Of Work:**

- Meet with representatives of GRICUA
- Meet with representatives of the three utilities: the San Carlos Indian Irrigation Project, the Salt River Project and Arizona Public Service Company; serving the Reservation.
- Conducted four-day site visit to the Reservation to view the electrical distribution facilities on the Reservation and to assess the condition of the facilities, their locations, distances covered and terrain of land.
- Identify the electrical facilities off the Reservation that are utilized to deliver power to the Reservation load.
- Prepare a one-line diagram of the electrical distribution facilities on the Reservation.
- Prepare a summary letter, including pictures of different electrical facilities, describing the visual assessment of the electric distribution equipment.
- Recommend next steps associated with the GRICUA’s efforts to develop its strategy for addressing electric utility issues on the Reservation

**PROJECT: Gila River Indian Community Utility Authority Review of Existing SRP Agreements**

**Client:** Gila River Indian Community Utility Authority (GRICUA)  
**Date:** January 2001 – May 2001  
**Location:** Gila River Indian Community Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Prepare a summary of existing agreements and present findings to GRICUA Board.  
**Scope Of Work:**

- Review SRP existing Wholesale Power, Construction and Maintenance, and Distribution Delivery.
- Prepare a summary of each agreement, identifying key aspects, interrelationships between agreements and impact to GRICUA.
- Provided recommendation for addressing termination dates and other key components of the agreements.

**PROJECT: Development of an Energy Plan for the White Mountain Apache Tribe**

**Client:** White Mountain Apache Tribe (WMAT)  
**Date:** October 2000 – April, 2002  
**Location:** Fort Apache Indian Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Develop an Energy Plan  
**Scope Of Work:**

- Review existing power delivery configurations on the Reservation, legal aspects of the Tribe's power delivery arrangement with its current provider, and administrative assessments of Tribal capacity to assume utility management and control.
- Perform planning tasks related to receipt of the WAPA allocation, recommending methods of integrating the allocation into the Tribe's organization.
- Organize and conduct informational meetings for Tribal Council members regarding the WAPA process and related utility planning process.
- Assess the merits of load aggregation, renewable power source development possibilities, energy efficiency issues and formation of a Tribal Utility or other entity to perform utility management and/or long-term planning functions.
- Meet with Tribal Council and Enterprise Managers regarding planning recommendations.
- Analyze impact of new rates on key enterprises and make recommendations for opportunities to reduce energy costs.
- Prepare and submit final energy planning report.

**PROJECT: Intervention in Navopache Electric Cooperative (Navopache)  
Request For a Rate Increase Before the Arizona Corporation  
Commission**

**Client:** White Mountain Apache Tribe (WMAT)  
**Date:** June 2001 – December 2001  
**Location:** Fort Apache Indian Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Assisted with Rate Case Intervention  
**Scope Of Work:**

- Reviewed testimony of Navopache witnesses, prepared summary of issues and meet with WMAT personnel to develop intervention strategy.
- Submitted requests for information analyzed responses and narrowed issues to be addressed.
- Assisted WMAT's witness with testimony preparation and analysis of the rate request.
- Assisted with settlement negotiations between Navopache and WMAT.

**PROJECT: Retail Electric Service Marketing and Power Scheduling**

**Client:** Hohokam Irrigation and Drainage District (HIDD)  
**Date:** On-going  
**Location:** Casa Grande – Coolidge – Florence, AZ  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Retail energy service provider  
**Scope Of Work:**

- Establish contact with potential new customers.
- Assist with the development of proposals to provide electric service infrastructure (i.e., wires, transformers, junction boxes, etc.).
- Develop hourly schedule of power delivery to meet loads and provide to appropriate area load control dispatch center(s).
- Provide comparison evaluation between Arizona Public Service and HIDD retail bundled rates.
- Provide analysis of unbundled rates versus HIDD's bundled rates.

**PROJECT: Assessment of Electric Facilities on the Jicarilla Apache Reservation**

**Client:** Jicarilla Apache Tribe/Econergy International Corporation  
**Date:** April – June, 1999  
**Location:** Jicarilla Apache Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Assessment based on visual observations of the physical condition of the electric distribution system.  
**Scope Of Work:**

- Meet with representatives of the Jicarilla Apache Tribal Utility Authority (JATUA).
- Conduct three-day site visit to the Reservation to view the electrical distribution facilities on the Reservation and to assess the condition of the facilities, their locations, distances covered and terrain of land.
- Identify the electrical facilities off the Reservation that are utilized to deliver power to the Reservation load.
- Prepare a one-line diagram of the electrical distribution facilities on the Reservation.
- Prepare a summary letter, including pictures of different electrical facilities, describing the visual assessment of the electric distribution equipment.
- Recommend next steps associated with the JATUA's efforts to develop its strategy for addressing electric utility issues on the Reservation

**PROJECT: Assessment of the Impacts of Electric Restructuring In Arizona and California on the Colorado River Agency's Electric Utility Division**

**Client:** Colorado River Agency's Electric Utility Division/PPG  
**Date:** March – May, 1999  
**Location:** Colorado River Indian Reservation (CRIR), Arizona & California  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Evaluation of six specific questions developed by the Colorado River Agency (CRA) associated with electric restructuring both inside and outside the CRIR.  
**Scope Of Work:**

- Review responses to document request prepared at the start of the project.
- Conduct interviews with key CRA personnel and Colorado River Indian Tribe personnel.
- Visit key utility facilities
- Review California and Arizona existing and proposed restructuring documents.
- Prepare report discussing each of the topics, including assessment of the capability of CRA's existing resources to meet the load on the Reservation.

**PROJECT: San Carlos Indian Irrigation Project Divestiture**

**Client:** San Carlos Apache Tribe (SCT)  
**Date:** September, 1992 – July, 1993  
**Location:** San Carlos Apache Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Acquisition of electric system from federal agency  
**Scope Of Work:**

- Represented SCT in implementation of federal legislation to obtain the portion of the electric utility system on their Reservation from a federal agency and reported activities to the SCT Tribal Council.
- Prepared economic feasibility assessment of project, including development of load forecast, O&M costs, power costs and A&G costs.
- Negotiated contracts for power supply and transmission access, including pricing, losses, quantity of power, delivery issues and metering needs.
- Prepared documents necessary to establish the utility authority board of directors and organization and obtained the approval of the SCT Tribal Council.
- Coordinated assessment and reliability of existing electric facilities.

**PROJECT: Power Supply and Contract Negotiation Services**

**Client:** Silverbell Irrigation and Drainage District  
**Date:** On-going  
**Location:** Silverbell, AZ  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Agricultural power user  
**Scope Of Work:**

- Negotiated contract for wheeling and supplemental power.
- Prepared Western Area Power Administration "Small Customer Plan" filing.
- Assist with load forecasting of monthly power needs and power banking withdrawals.

**PROJECT: Electric Facilities Acquisition**

**Client:** San Carlos Apache Tribe (SCT)  
**Date:** August, 1993 – December, 2000  
**Location:** San Carlos Apache Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Acquisition of three electric systems on the Reservation  
**Scope Of Work:**

- Prepared economic feasibility assessment of acquiring the three electric systems (i.e., Arizona Public Service, San Carlos Indian Irrigation Project and Graham County Electric Cooperative) that serve the Reservation.
- Represented SCT at meetings with three electric system owners.
- Provided support to SCT Tribal Council members at meetings with Arizona Congressional delegation members.

**PROJECT: Electric System Operation and Maintenance Agreement**

**Client:** Electrical District No. 3 (ED3)  
**Date:** September, 1990 – May, 1994  
**Location:** Maricopa, AZ  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Electric System serving irrigation pumps and agricultural related loads  
**Scope Of Work:**

- Negotiated a Memorandum of Understanding between ED3 and Arizona Public Service for the operation and maintenance of ED3's electrical system.
- Also as part of negotiations addressed resource scheduling and dispatch, metering, future power requirements, wheeling and costs.
- Prepared analysis of economic impact of various alternatives as negotiations proceeded.

**PROJECT: DOE Grant – Biomass Generation Feasibility Study**

**Client:** White Mountain Apache Tribe (WMAT)  
**Date:** October 2002 – December 2003  
**Location:** Fort Apache Indian Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Assisted with Biomass Generation Feasibility Study  
**Scope Of Work:**

- Reviewed prior feasibility reports.
- Assess power usage and electricity costs on the Reservation.
- Evaluate market value of power.
- Identify and address transmission and delivery issues
- Assisted with final report and presentations before Council and DOE.

**PROJECT: Inter-tribal Council of Arizona**

**Client:** Inter-tribal Council of Arizona

**Date:** January, 2000 – June, 2000

**Location:** AZ

**Lead Consultant:** Leonard S. Gold

**Facility Description:** Preparation of Application Profile Data

- Scope Of Work:**
- Assisted variety of tribes in preparing their application to the Western Area Power Administration for an allocation of CRSP power, including, the Gila River Indian Community Utility Authority, Yavapai-Apache Nation, White Mountain Apache Tribe, Pascua Yaqui Tribe, Salt River Pima-Maricopa and Hopi Tribe.
  - Arranged for the obtaining of load data from current providing utility.
  - Reviewed summarized and validated data.

**PROJECT: Inter-tribal Council of Arizona Utility Working Group**

**Client:** Yavapai-Apache Nation

**Date:** On-going

**Location:** Yavapai-Apache Reservation & ITCA in Phoenix, AZ

**Lead Consultant:** Mark Randall

**Facility Description:** Inter-tribal working group to address Indian Energy issues in Arizona.

- Scope Of Work:**
- Improve the awareness of Arizona Tribes of the impacts and opportunities associated with the future of energy industry.
  - Coordinate and develop a series of conferences designed to improve tribal awareness of energy issues.
  - Work with tribal representatives to address priority issues concerning Arizona tribes.
  - Coordinate liaison with other tribes, tribal energy organizations, and federal officials

**PROJECT: Presentation Regarding Options For Taking Delivery of Western Area Power Administration Federal Hydropower and**

**Client:** Salt River Pima-Maricopa Indian Community (SRPMIC)  
**Date:** January 2002 – February 2002  
**Location:** Salt River Pima-Maricopa Indian Community Reservation  
**Lead Consultant:** Leonard S. Gold  
**Facility Description:** Presentation of Economic Opportunity Associated with Federal Hydropower and Receipt Options  
**Scope Of Work:**

- Review pro forma, modify assumptions and update analysis.
- Assist with preparation of presentation to SRPMIC committee.
- Make presentation to SRPMIC committee and respond to questions regarding economic assessment and options.

**PROJECT: Development of an Energy Plan for the Yavapai Apache Nation**

**Client:** Yavapai Apache Nation (Nation)  
**Date:** June 2001 – January 2002  
**Location:** Yavapai Apache Reservation  
**Consultant:** Leonard S. Gold  
**Facility Description:** Develop an Energy Plan  
**Scope Of Work:**

- Perform planning tasks related to receipt of the WAPA allocation, recommending methods of integrating the allocation into the Nation's organization.
- Examine options for management structures of Nation's WAPA allocation and tribal energy programs.
- Assist the Nation's staff to evaluate proposals from competing electric service providers.
- Review existing power delivery configurations on the Reservation, legal aspects of the Tribe's power delivery arrangement with its current provider, and administrative assessments of Tribal capacity to assume utility management and control.
- Conduct informational meetings for Nation's staff regarding the WAPA process and related utility planning process.
- Assess the merits of load aggregation, renewable power source development possibilities, energy efficiency issues and formation of a Tribal Utility or other entity to perform utility management and/or long-term planning functions.

# Exhibit 2

"No funds may be paid out under this program unless this report is filed as required (7 USC 901 et seq.)"

USDA-REA

**COST ESTIMATES AND LOAN BUDGET  
FOR ELECTRIC BORROWERS**

To: U. S. Dept. of Agriculture, REA, Washington, D. C. 20250

INSTRUCTIONS - See reverse side of each sheet.

Form Approved  
OM 40-R2553

BORROWER AND LOAN DESIGNATION  
Arizona 22 Kingman "Y4"

COST ESTIMATES AS OF: (Month, Year)  
December, 1979

**SECTION A. COST ESTIMATES**

LOAN PERIOD: 2 YEARS

**1. DISTRIBUTION**

**a. New Line: (Excluding Tie-Lines)**

<u>Construction</u>	<u>Consumers</u>
Underground	
Overhead	
Total Consumers . . .	

Miles

Total Miles .

**BORROWER'S  
COST ESTIMATES**

**REA USE ONLY**

\$

\$

\$ -0-

\$

Subtotal . . . . .

**b. New Tie-Lines**

Line Designation

Miles

Supai 14.4/24.9 Kv Line

70.0

\$

\$

1,472,500

Total Miles .

Subtotal . . . . .

\$ 1,472,500

\$

**c. Conversion and Line Changes**

Line Designation

Miles

\$

\$

Subtotal . . . . .

\$ -0-

\$

**d. New Substations, Switching Stations, Metering Points, etc.**

Station Designation

kVA

kV to kV

\$

\$

Subtotal . . . . .

\$ -0-

\$



## SECTION A. COST ESTIMATES (cont.)

E. BORROWER'S  
COS. ESTIMATES

REA USE ONLY

## b. New Substations, Switching Stations, etc.

Station Designation	kVA	kV to kV	\$	\$
			-0-	

Subtotal . . . . . \$ -0- \$

## c. Line and Station Changes

Line / Station Designation	Description of Changes	\$	\$

Subtotal . . . . . \$ -0- \$

## d. Other Transmission Items

(1) R / W Procurement	\$	\$
(2) Engineering Fees		
(3)		
(4)		
(5)		
(6)		

Subtotal . . . . . \$ -0- \$

TOTAL TRANSMISSION . . . . . \$ -0- \$

## 3. GENERATION (Including Step-up Station at Plant)

a. Fuel	Nameplate Rating	kW	\$	\$
b.				

TOTAL GENERATION . . . . . \$ -0- \$

## 4. HEADQUARTERS FACILITIES

a. New or additional Facilities (Attach REA Form 740g)	\$	\$
b.		

TOTAL HEADQUARTERS FACILITIES . . . . . \$ -0- \$

SECTION A. COST ESTIMATES (cont.)		BORROWER'S COST ESTIMATES	REA USE ONLY
5. ACQUISITIONS			
a. _____ Consumers _____ Miles		\$	\$
b. _____			
TOTAL ACQUISITIONS . . . . .		\$ -0-	\$
6. ALL OTHER			
a. _____		\$	\$
b. _____			
c. _____			
d. _____			
e. _____			
TOTAL ALL OTHER . . . . .		\$ -0-	\$

## SECTION B. SUMMARY OF AMOUNTS AND SOURCES OF FINANCING

1. GRAND TOTAL - ALL COSTS . . . . .		\$ 1,600,000	\$ 1,600,000
2. FUNDS AND MATERIALS AVAILABLE FOR FACILITIES			
a. Loan Funds . . . . . \$ -0-			
b. Materials and Special Equipment . . . . . -0-			
c. General Funds . . . . . -0-			
d. Total Available Funds and Materials . . . . .		\$ -0-	\$ -0-
3. NEW FINANCING REQUESTED FOR FACILITIES . . . . .		\$ 1,600,000	\$ 1,600,000
4. REA LOAN REQUESTED FOR FACILITIES . (2%) . . . . . ( 100 %)		\$ 1,600,000	\$ 1,600,000
5. TOTAL SUPPLEMENTAL LOAN REQUESTED . . . . . ( %)		\$ -0-	\$ -0-
Name of Supplemental Lender			
6. CAPITAL TERM CERTIFICATE PURCHASES (CPC Loan only) . . . . .		\$ -0-	\$ -0-
7. SUPPLEMENTAL LOAN REQUESTED FOR FACILITIES . . . . .		\$ -0-	\$ -0-

## SECTION C. CERTIFICATION

We, the undersigned, certify that:

- Upon completion of the electrical facilities contained herein and any others uncompleted at this time but for which financing is available, the system will be capable of adequately and dependably serving the projected load for the loan period as contained in our current REA approved Power Requirement Study and Construction Work Plan.
- Negotiations have been or will be initiated with our power supplier, where necessary, to obtain new delivery points and/or additional capacity at existing ones to adequately supply the projected load upon which this loan application is based.
- The data contained herein and all supporting documents have, to the best of my knowledge, been prepared correctly and in accordance with REA Bulletin 20-2.

1/18/80  
Date

1-18-80  
Date

A. H. Carpenter  
Signature of Borrower's Manager

\* J. L. [Signature]  
Signature of Borrower's President

MOHAVE ELECTRIC COOPERATIVE, INC.

Corporate Name of Borrower

# Exhibit 3

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL ELECTRIFICATION ADMINISTRATION  
WASHINGTON, D.C. 20250

SEP 27 1979

SUBJECT: Arizona 22 Kingman

TO: Administrator

The Mohave Electric Cooperative, Inc., (Mohave), an REA borrower headquartered in Bullhead City, Arizona, operates 718 miles of distribution line in Conconino, Mohave, and Yavapai Counties in Arizona. The Havasupai Indian Reservation is located on the Colorado River at the bottom of the Grand Canyon north of Peach Springs, Arizona, and lies within Mohave's service territory.

The Havasupai Tribal Council has approached Mohave regarding assistance to extend electric service to the Havasupai village at the canyon's bottom. Extensive meetings have been held by Mohave, General Services Administration (GSA), and the Bureau of Indian Affairs (BIA). Alternate sources of energy (solar and hydroelectric generation at one of the waterfall sites in the canyon) have been studied and it has been determined that both are unfeasible or too destructive of the esthetic values of Havasupai creek and the waterfall sites. As a result, a large power contract involving GSA, BIA and Mohave has been submitted to REA for its approval. The contract has been reviewed by REA and by the Office of the General Counsel, and has been found acceptable.

A condition of the contract calls for Mohave to request long-term financing from REA at an annual interest rate not to exceed 2 percent to initially construct the necessary line facility. The contract also provides once the line is constructed and energized BIA will make a fixed monthly facility charge to Mohave which in effect will fully cover Mohave's amortization costs of the loan over a 30 year period. The facilities needed are approximately 70 miles of 14.4/24.9 kV distribution line from Mohave's existing system to facilities at the rim of the canyon where it will tie in to existing lines leading down into the canyon. The planned

line will pass through the Hualapai Indian Reservation and it is anticipated that some consumers will be served on this reservation. The cost is estimated at \$1,600,000.

The Havasupai Indians living in the bottom of the canyon are receiving less than adequate and dependable electric service from diesel generators on the rim of the canyon. This service was arranged for by the BIA and GSA and was designed as a temporary measure. The service has been most unsatisfactory and undependable and it is not deemed to be adequate central station service. Sixty-six all-electric homes, a community water system and potential load growth from future residential and commercial installations make an adequate and dependable source of electricity mandatory. The proposed service by Mohave will be to the BIA with no direct billing to the individual consumers. All bills and guarantees will be made by the BIA through GSA.

Mohave is a concurrent borrower and, based on its 1978 Plant Revenue Ratio (PRR), qualifies for a 70 percent REA - 30 percent supplemental loan. The present population of the Havasupai Indian village is 326. The per capita income of the Havasupai Tribe was \$3,200 in 1976, compared to \$4,890 for Mohave County, \$5,798 for the State of Arizona, and \$6,396 for the United States. The entire Havasupai village is "total electric" because of the expense and difficulty of getting any other type of energy into this remote area. Access to the Havasupai village is by either helicopter, foot or burros. The line would be built primarily to serve minority consumers not presently receiving adequate central station service.

Based on the foregoing information, we recommend administrative approval to receive and process a loan application for your final consideration at the special discretionary 2 percent rate as authorized by Public Law 93-32, and as requested by the board of directors of Mohave Electric Cooperative.



DONALD L. OLSEN  
Director  
Southwest Area-Electric

Concurrence:

  
Assistant Administrator-Electric

Date: 9/29/79

Approved:

  
Administrator

Date: 10/22/79

# Exhibit 4

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605-1-85

BUREAU OF INDIAN AFFAIRS  
ALBUQUERQUE, N.M.UNITED STATES  
DEPARTMENT OF THE INTERIORBUREAU OF INDIAN AFFAIRS  
Truxton Canon AgencyGRANT EASEMENT FOR RIGHT-OF-WAYOwnership Havasupai Tribe

Tract No. \_\_\_\_\_

## KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Superintendent, Truxton Canon Agency, Bureau of Indian Affairs, Department of the Interior, hereinafter referred to as "Grantor", under authority contained in 230 DM 1, 10 BIA 3, and 10 BIA 11; and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 U.S.C. 323-328), and Part 161, Title 25, Code of Federal Regulations, in consideration of one dollar (\$1.00) and other good and valuable consideration, does hereby grant to Mohave Electric Cooperative, Inc., of P. O. Box 1045, Bullhead City, Arizona 86430, a cooperative authorized to do business in the State of Arizona, its successors or assigns, hereinafter, referred to as "Grantee", a right-of-way for the following purposes, namely; to be used to construct, install, operate and maintain an electrical distribution line, along with the right to ingress thereto and egress therefrom across tribal lands of the Havasupai Indian Tribe of the Havasupai Reservation in the county of Coconino and State of Arizona.

The right-of-way application herein granted shall be 50 feet in width for a distance of 7.58 miles, to occupy approximately 45.9538 acres, and is described as:

Beginning at Station 0+00 Long Mesa which is unsurveyed: Thence South 37° 12' West to Station 17 + 40; Thence South 45° 26' West to Station 37 + 90; Thence South 19° 06' West to Station 53 + 40; Thence South 25° 35' West to Station 82 + 90 Thence South 46° 53' West to Station 107 + 40; Thence South 0° 26' West to Station 119 + 20; Thence South 20° 49' East to Station 130 + 70; Thence South 23° 34' East to Station 154 + 95; Thence South 24° 49' East to Station 176 + 05; Thence South 39° 35' West to Station 216 + 45; Thence South 21° 59' West to Station 228 + 04; Thence South 9° 26' East to Station 265 + 09; Thence South 40° 16' West to Station 315 + 01; Thence South 53° 59' West to Station 339 + 46; Thence South 15° 18' East to Station 372 + 71; Thence South 21° 27' West to Station 388 + 71; Thence South 45° 55' West to Station 400 + 35; Through Section 18, and 19, Township 32 North, Range 4 West, G & SRBM and ending at Station 400 + 35; as shown on the map of definite location, attached hereto and made a part hereof, in two sheets numbered 1 & 2 and entitled "Proposed Centerline For 14.4/24.9 KV Electric Distribution Line Across Hualapai Indian Reservation." Ties to the Public Survey are shown on said maps along the route of the right-of-way.

This right-of-way is subject to any prior valid existing right or adverse claim and is for a period of thirty (30) years so long as said right-of-way shall actually be used for the purpose above specified: PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon a 30-day written notice and failure of the Grantee within said notice period to correct the basis of termination per 25 CFR 169.20:

- a. Failure to comply with any terms or conditions of the grant or the applicable regulations.
- b. A non-use of the right-of-way for a consecutive two year period for the purpose of which it was granted.

- c. An abandonment of the right-of-way.
- d. Failure of Grantee, upon completion of construction, to file with the Grantor an "Affidavit of Completion" pursuant to 25 CFR 169.16.

The conditions of the easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

In Witness whereof, Grantor has executed this Grant of Easement this 14<sup>th</sup> day of December, 1984.

UNITED STATES OF AMERICA

By: C. S. Hansen  
(Superintendent)

U. S. Department of the Interior  
Bureau of Indian Affairs

STATE OF ARIZONA)

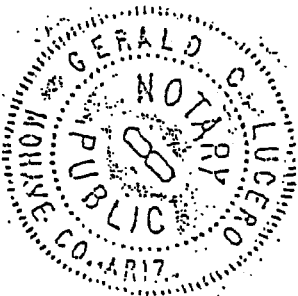
AND )

COUNTY OF MOHAVE)

ACKNOWLEDGEMENT OF GRANTING OFFICER

Before me, a Notary Public, in and for said County and State of this  
14<sup>TH</sup> day of December, 1984, personally appeared E.L.  
Denson, Superintendent, whose name is sub-  
scribed to the foregoing "Grant of Easement" for right-of-way as Superin-  
tendent, Truxton Canon Agency, Bureau of Indian Affairs, and who acknowledged  
that he now, is and was at the time of signing the same Superintendent of the  
Truxton Canon Agency, Bureau of Indian Affairs; and he personally acknowledged  
to me that he executed the said document in his official capacity and pur-  
suant to authority delegated to him for the uses and purposes setforth herein.

Gerald C. Lucero  
Notary Public

My Commission Expires 5/28/85BUREAU OF INDIAN AFFAIRS  
ALBUQUERQUE, N.M.

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605-1-85

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LEGAL DESCRIPTION

## HAVASUPAI INDIAN RESERVATION

Said Right-of-Way to be approximately 7.5823 miles in length, 50 feet in width, and occupying approximately 45.9538 acres, and more particularly described and shown on the map of definite location to be attached and made a part hereof.

Beginning at Station 0+00 Long Mesa which is unsurveyed:

Thence South 37° 12' West to Station 17 + 40;  
Thence South 45° 26' West to Station 37 + 90;  
Thence South 19° 06' West to Station 53 + 40;  
Thence South 25° 35' West to Station 82 + 90;  
Thence South 46° 53' West to Station 107 + 40;  
Thence South 0° 26' West to Station 119 + 20;  
Thence South 20° 49' East to Station 130 + 70;  
Thence South 23° 34' East to Station 154 + 95;  
Thence South 24° 49' East to Station 176 + 05;  
Thence South 39° 35' West to Station 216 + 45;  
Thence South 21° 59' West to Station 228 + 04;  
Thence South 9° 26' East to Station 265 + 09;  
Thence South 40° 16' West to Station 315 + 01;  
Thence South 53° 59' West to Station 339 + 46;  
Thence South 15° 18' East to Station 372 + 71;  
Thence South 21° 27' West to Station 388 + 71;  
Thence South 45° 55' West to Station 400 + 35;

Through Section 18, and 19, Township 32 North, Range 4 West, G.S & R.M.  
and ending at Station 400 + 35.

L. J. L. RECORDS  
BIA INDIAN AFFAIRS  
ALBUQUERQUE, N. MEX.

605-1-85  
85 JAN 21 AM 11:57

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UNITED STATES  
DEPARTMENT OF THE INTERIORBUREAU OF INDIAN AFFAIRS  
Truxton Canon AgencyGRANT OF EASEMENT FOR RIGHT-OF-WAYOwnership Hualapai Tribe

Tract No. \_\_\_\_\_

## KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Superintendent Truxton Canon Agency, Bureau of Indian Affairs, Department of the Interior, hereinafter referred to as "Grantor", under authority contained in 230 DM 1, 10 BIAM 3, 10 BIAM 11; and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 U.S.C. 323-328), and Part 161, Title 25, Code of Federal Regulations, in consideration of one dollar (\$1.00) and other good and valuable consideration, does hereby grant to Mohave Electric Cooperative, Inc. of P.O. Box 1045, Bullhead City, AZ 86430, a cooperative authorized to do business in the State of Arizona, it's successors or assigns, hereinafter, referred to as "Grantee", a right-of-way for the following purposes, namely; to be used to construct, install, operate and maintain an electrical distribution line, along with the right to ingress thereto and egress therefrom across tribal lands of the Hualapai Indian Tribe of the Hualapai Reservation in the counties of Yavapai and Mohave and State of Arizona.

The right-of-way application herein granted shall be 50 feet in width and approximately 42.1229 miles in length, and occupying approximately 255.2904 acres, and is described as:

Beginning at Station 1137 + 00; T30N, R6W, Section 24, Thence South 55° 32' West to Station 1144 + 92; T30N, R6W, Section 24, Thence South 51° 28' West to Station 1254 + 77; T30N, R6W, Section 27; Thence South 33° 04' West to Station 1495 + 08; T29N, R6W, Section 17; Thence South 47° 04' West to Station 1554 + 82; T29N, R6W, Section 18, Thence South 58° 50' West to Station 1595 + 02; T29N, R7W, Section 24, Thence South 45° 59' West to Station 1611 + 99; T29N, R7W, Section 24, Thence South 26° 14' West to Station 1668 + 12; T29N, R7W, Section 26, Thence South 34° 35' West to Station 1762 + 02; T29N, R7W, Section 34, Thence North 86° 25' West to Station 1770 + 70; T29N, R7W, Section 34, Thence North 86° 25' West to Station 1775 + 42; T29N, R7W, Section 34, Thence South 35° 29' West to Station 1790 + 17; T28N, R7W, Section 3, Thence South 43° 34' West to Station 1830 + 17; T28N, R7W, Section 4, Thence South 61° 24' West to Station 1839 + 94; T28N, R7W, Section 4, Thence South 44° 35' West to Station 1849 + 72; T28N, R7W, Section 9, Thence South 24° 31' West to Station 1858 + 85; T28N, R7W, Section 9, Thence South 20° 34' West to Station 1867 + 10; T28N, R7W, Section 9, Thence South 7° 45' East to Station 1876 + 10; T28N, R7W, Section 9, Thence South 23° 21' West to Station 1882 + 12; T28N, R7W, Section 9, Thence South 34° 45' West to Station 1887 + 12; T28N, R7W, Section 9, Thence South 37° 51' West to Station 1896 + 40; T28N, R7W, Section 8, Thence South 34° 43' West to Station 1901 + 70; T28N, R7W, Section 8, Thence South 39° 23' West to Station 1905 + 44; T28N, R7W, Section 17; Thence South 19° 53' West to Station 1925 + 73; T28N, R7W, Section 17, Thence South 34° 34' West to Station 1937 + 75; T28N, R7W, Section 17, Thence South 34° 32' West to Station 1946 + 25; T28N, R7W, Section 17, Thence South 21° 27' West to Station 1984 + 31; T28N, R7W, Section 20, Thence South 7° 55' West to Station 1985 + 55; T28N, R7W, Section 20, Thence South 7° 55' West to Station 1988 + 21; T28N, R7W, Section 20, Thence South 35° 17' West to Station 2039 + 53; T28N, R7W, Section 30, Thence South 26° 29' West to Station 2062 + 36; T28N, R7W, Section 30, Thence South 29° 29' West to Station 2066 + 73; T28N, R7W, Section 30, Thence South 21° 48' West to Station 2100 + 68; T28N, R7W, Section 31, Thence South 31° 44' West to Station 2186 + 81; T27N, R8W, Section 1, Thence South 48° 01' West to Station 2190 + 79; T27N, R8W, Section 1, Thence South 58° 57' West to Station 2195 + 89; T27N, R8W, Section 2, Thence South 62° 13' West to Station 2204 + 39; T27N, R8W, Section 2, Thence South 39° 35' West to Station 2214 + 08; T27N, R8W, Section 2, Thence South 14° 45' West to Station 2277 + 21; T27N, R8W, Section 14, Thence South 15° 17' West to Station 2299 + 85; T27N, R8W, Section 14, Thence South 36° 59' West to Station 2315 + 81; T27N, R8W, Section 15, Thence South 36° 59' West to Station 2321 + 80; T27N, R8W, Section 15, Thence South 24° 43' West to

Station 2331 + 87; T27N, R8W, Section 15, Thence South 25° 08' West to Station 2342 + 17; T27N, R8W, Section 15, Thence South 22° 52' West to Station 2366 + 72; T27N, R8W, Section 22, Thence South 11° 32' West to Station 2379 + 46; T27N, R8W, Section 22, Thence South 4° 24' East to Station 2389 + 93; T27N, R8W, Section 22, Thence South 37° 17' West to Station 2396 + 05; T27N, R8W, Section 22, Thence South 7° 23' West to Station 2400 + 60; T27N, R8W, Section 22, Thence South 23° 18' West to Station 2405 + 06; T27N, R8W, Section 22, Thence South 22° 29' West to Station 2407 + 40; T27N, R8W, Section 22, Thence South 22° 29' West to Station 2409 + 83; T27N, R8W, Section 27, Thence South 20° 54' West to Station 2417 + 93; T27N, R8W, Section 27, Thence South 12° 09' West to Station 2455 + 77; T27N, R8W, Section 27, Thence South 25° 13' West to Station 2457 + 53; T27N, R8W, Section 27, Thence South 24° 44' West to Station 2463 + 43; T27N, R8W, Section 28, Thence South 23° 50' West to Station 2492 + 24; T27N, R8W, Section 33, Thence South 50° 09' West to Station 2505 + 38; T27N, R8W, Section 33, Thence South 87° 29' West to Station 2514 + 26; T27N, R8W, Section 33, Thence North 68° 30' West to Station 2519 + 49; T27N, R8W, Section 33, Thence North 39° 54' West to Station 2530 + 74; T27N, R8W, Section 33, Thence South 33° 23' West to Station 2542 + 87; T27N, R8W, Section 33, Thence South 34° 13' West to Station 2555 + 29; T27N, R8W, Section 32, Thence South 5° 06' East to Station 2560 + 69; T27N, R8W, Section 32, Thence South 5° 47' East to Station 2565 + 03; T27N, R8W, Section 32, Thence South 5° 03' East to Station 2574 + 16; T26N, R8W, Section 5, Thence South 7° 50' East to Station 2579 + 73; T26N, R8W, Section 5, Thence South 8° 08' East to Station 2583 + 33; T26N, R8W, Section 5, Thence South 12° 24' East to Station 2586 + 42; T26N, R8W, Section 5, Thence South 12° 24' East to Station 2595 + 51; T26N, R8W, Section 5, Thence South 28° 04' West to Station 2611 + 31; T26N, R8W, Section 5, Thence South 40° 11' West to Station 2616 + 37; T26N, R8W, Section 5, Thence South 21° 54' West to Station 2620 + 84; T26N, R8W, Section 5, Thence South 9° 04' West to Station 2629 + 49; T26N, R8W, Section 8, Thence South 18° 37' East to Station 2633 + 05; T26N, R8W, Section 8, Thence South 7° 23' West to Station 2638 + 85; T26N, R8W, Section 8, Thence South 28° 07' West to Station 2655 + 92; T26N, R8W, Section 8, Thence South 36° 31' West to Station 2669 + 55; T26N, R8W, Section 8, Thence South 44° 28' West to Station 2718 + 85; T26N, R8W, Section 18, Thence South 33° 24' West to Station 2730 + 47; T26N, R8W, Section 18, Thence South 29° 16' West to Station 2739 + 05; T26N, R8W, Section 18, Thence South 43° 28' West to Station 2746 + 30; T26N, R8W, Section 18, Thence South 40° 24' West to Station 2773 + 24; T26N, R9W, Section 24, Thence South 40° 03' West to Station 2841 + 06; T26N, R9W, Section 25, Thence South 62° 52' West to Station 2867 + 65; T26N, R9W, Section 26, Thence South 76° 14' West to Station 2877 + 05; T26N, R9W, Section 26, Thence South 69° 13' West to Station 2882 + 57; T26N, R9W, Section 26, Thence South 59° 19' West to Station 2890 + 50; T26N, R9W, Section 26, Thence South 53° 55' West to Station 2913 + 48; T26N, R9W, Section 26, Thence South 53° 27' West to Station 2932 + 20; T26N, R9W, Section 27, Thence South 43° 03' West to Station 2976 + 70; T26N, R9W, Section 34, Thence South 36° 08' West to Station 3088 + 00; T25N, R9W, Section 8, Thence South 39° 49' West to Station 3118 + 00; T25N, R9W, Section 8, Thence South 40° 46' West to Station 3160 + 10; T25N, R9W, Section 7, Thence South 38° 48' West to Station 3199 + 60; T25N, R9W, Section 18, Thence South 46° 52' West to Station 3229 + 11; T25N, R10W, Section 13, Thence South 52° 27' West to Station 3273 + 91; T25N, R10W, Section 24, Thence South 36° 54' West to Station 3321 + 03; T25N, R10W, Section 23, Thence South 30° 35' West to Station 3324 + 49; T25N, R10W, Section 25, Thence South 0° 01' West to Station 3356 + 09; T25N, R10W, Section 26, Thence South 15° 25' West to Station 3367 + 43; T25N, R10W, Section 26, G & SRBM and ending at Station 3367 + 43; as shown on the maps of definite location, attached hereto and made a part hereof, in four sheets numbered 3 thru 6 and entitled "Proposed Centerline For 14.4/24.9 KV Electric Distribution Line Across Hualapai Indian Reservation." Ties to the public survey are shown on said maps along the route of the right-of-way.

This right-of-way is subject to any prior valid existing right or adverse claim and is for a period of thirty (30) years, so long as said right-of-way shall actually be used for the purpose above specified: PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon a 30-day written notice and failure of the Grantee within said notice period to correct the basis of termination per 25 CFR 161.20:

- a. Failure to comply with any terms or conditions of the grant or the applicable regulations.
- b. A non-use of the right-of-way for a consecutive two-year period for the purpose for which it was granted.

- c. An abandonment of the right-of-way.
- d. Failure of Grantee, upon completion of construction, to file with the Grantor an "Affidavit of Completion" pursuant to 25 CFR 161.16.

The conditions of the this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

In Witness whereof, Grantor has executed this Grant of Easement this 18<sup>th</sup> day of January, 1987.

UNITED STATES OF AMERICA.

By: 

(Superintendent)

U.S. Department of the Interior  
Bureau of Indian Affairs

STATE OF ARIZONA)

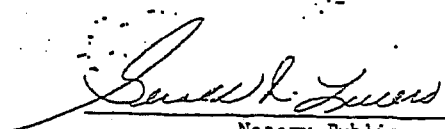
AND )

COUNTY OF MOHAVE)

ACKNOWLEDGEMENT OF GRANTING OFFICER

Before me, a Notary Public, in and for said County and State of  
this 18<sup>TH</sup> day of JANUARY, 1982, personally appeared Paul J. Smith,  
Superintendent, whose name is sub-  
scribed to the foregoing "Grant of Easement" for right-of-way as Superin-  
tendent, Truxton Canon Agency, Bureau of Indian Affairs, and who acknowledged  
that he now is and was at the time of signing the same Superintendent of the  
Truxton Canon Agency, Bureau of Indian Affairs; and he personally acknowl-  
edged to me that he executed the said document in his official capacity and  
pursuant to authority delegated to him for the uses and purposes set forth  
herein.

My Comm. Expires: 12-31-1985

  
Notary Public

My Commission Expires: \_\_\_\_\_

LEGAL DESCRIPTION

## HUALAPAI INDIAN RESERVATION

Said Right-of-Way to be approximately 42.1229 miles in length, 50 feet in width, and occupying approximately 255.2904 acres, and more particularly described and shown on the map of definite location to be attached and made a part hereof.

Beginning at Station 1137 + 00; T30N, R6W, Section 24,

Thence South  $55^{\circ} 32'$  West to Station 1144 + 92;  
T30N, R6W, Section 24,  
Thence South  $51^{\circ} 28'$  West to Station 1264 + 77;  
T30N, R6W, Section 27,  
Thence South  $33^{\circ} 04'$  West to Station 1495 + 08;  
T29N, R6W, Section 17,  
Thence South  $47^{\circ} 04'$  West to Station 1554 + 82;  
T29N, R6W, Section 18,  
Thence South  $58^{\circ} 50'$  West to Station 1595 + 02;  
T29N, R7W, Section 24,  
Thence South  $45^{\circ} 59'$  West to Station 1611 + 99;  
T29N, R7W, Section 24,  
Thence South  $26^{\circ} 14'$  West to Station 1668 + 12;  
T29N, R7W, Section 26,  
Thence South  $34^{\circ} 35'$  West to Station 1762 + 02;  
T29N, R7W, Section 34,  
Thence North  $86^{\circ} 25'$  West to Station 1770 + 70;  
T29N, R7W, Section 34,  
Thence North  $86^{\circ} 25'$  West to Station 1775 + 42;  
T29N, R7W, Section 34,  
Thence South  $35^{\circ} 29'$  West to Station 1790 + 17;  
T28N, R7W, Section 3,  
Thence South  $43^{\circ} 34'$  West to Station 1830 + 17;  
T28N, R7W, Section 4,  
Thence South  $61^{\circ} 24'$  West to Station 1839 + 94;  
T28N, R7W, Section 4,  
Thence South  $44^{\circ} 35'$  West to Station 1849 + 72;  
T28N, R7W, Section 9,  
Thence South  $24^{\circ} 01'$  West to Station 1858 + 85;  
T28N, R7W, Section 9,  
Thence South  $20^{\circ} 34'$  West to Station 1867 + 10;  
T28N, R7W, Section 9,  
Thence South  $7^{\circ} 45'$  East to Station 1876 + 10;  
T28N, R7W, Section 9,  
Thence South  $23^{\circ} 21'$  West to Station 1882 + 12;  
T28N, R7W, Section 9,  
Thence South  $34^{\circ} 45'$  West to Station 1887 + 12;  
T28N, R7W, Section 9,  
Thence South  $37^{\circ} 51'$  West to Station 1896 + 40;  
T28N, R7W, Section 8,  
Thence South  $34^{\circ} 43'$  West to Station 1901 + 70;  
T28N, R7W, Section 8,

Thence South 39° 28' West to Station 1905 + 44;  
T28N, R7W, Section 17,  
Thence South 19° 53' West to Station 1925 + 73;  
T28N, R7W, Section 17,  
Thence South 34° 34' West to Station 1937 + 75;  
T28N, R7W, Section 17,  
Thence South 34° 32' West to Station 1946 + 25;  
T28N, R7W, Section 17,  
Thence South 21° 27' West to Station 1984 + 31;  
T28N, R7W, Section 20,  
Thence South 7° 55' West to Station 1985 + 55;  
T28N, R7W, Section 20,  
Thence South 7° 55' West to Station 1988 + 21;  
T28N, R7W, Section 20,  
Thence South 35° 17' West to Station 2039 + 53;  
T28N, R7W, Section 30,  
Thence South 26° 29' West to Station 2062 + 36;  
T28N, R7W, Section 30,  
Thence South 29° 29' West to Station 2066 + 73;  
T28N, R7W, Section 30,  
Thence South 21° 48' West to Station 2100 + 68;  
T28N, R7W, Section 31,  
Thence South 31° 44' West to Station 2186 + 81;  
T27N, R8W, Section 1,  
Thence South 48° 01' West to Station 2190 + 79;  
T27N, R8W, Section 1,  
Thence South 58° 57' West to Station 2195 + 89;  
T27N, R8W, Section 2,  
Thence South 62° 13' West to Station 2204 + 39;  
T27N, R8W, Section 2,  
Thence South 39° 35' West to Station 2214 + 08;  
T27N, R8W, Section 2,  
Thence South 14° 45' West to Station 2277 + 21;  
T27N, R8W, Section 14,  
Thence South 15° 17' West to Station 2299 + 85;  
T27N, R8W, Section 14,  
Thence South 36° 59' West to Station 2315 + 81;  
T27N, R8W, Section 15,  
Thence South 36° 59' West to Station 2321 + 80;  
T27N, R8W, Section 15,  
Thence South 24° 48' West to Station 2331 + 87;  
T27N, R8W, Section 15,  
Thence South 25° 08' West to Station 2342 + 17;  
T27N, R8W, Section 15,  
Thence South 22° 52' West to Station 2366 + 72;  
T27N, RSW, Section 22,  
Thence South 11° 32' West to Station 2379 + 46;  
T27N, R8W, Section 22,  
Thence South 4° 24' East to Station 2389 + 93;  
T27N, R8W, Section 22,  
Thence South 37° 17' West to Station 2396 + 05;  
T27N, R8W, Section 22,  
Thence South 7° 23' West to Station 2400 + 60;  
T27N, R8W, Section 22,

Thence South  $23^{\circ} 18'$  West to Station 2405 + 06;  
T27N, R8W, Section 22,  
Thence South  $22^{\circ} 29'$  West to Station 2407 + 40;  
T27N, R8W, Section 22,  
Thence South  $22^{\circ} 29'$  West to Station 2409 + 83;  
T27N, R8W, Section 27,  
Thence South  $20^{\circ} 54'$  West to Station 2417 + 93;  
T27N, R8W, Section 27,  
Thence South  $12^{\circ} 09'$  West to Station 2455 + 77;  
T27N, R8W, Section 27,  
Thence South  $25^{\circ} 13'$  West to Station 2457 + 53;  
T27N, R8W, Section 27,  
Thence South  $24^{\circ} 44'$  West to Station 2463 + 43,  
T27N, R8W, Section 28,  
Thence South  $23^{\circ} 50'$  West to Station 2492 + 24;  
T27N, R8W, Section 33,  
Thence South  $50^{\circ} 09'$  West to Station 2505 + 38;  
T27N, R8W, Section 33,  
Thence South  $87^{\circ} 29'$  West to Station 2514 + 26;  
T27N, R8W, Section 33,  
Thence North  $68^{\circ} 30'$  West to Station 2519 + 49;  
T27N, R8W, Section 33,  
Thence North  $39^{\circ} 54'$  West to Station 2530 + 74;  
T27N, R8W, Section 33,  
Thence South  $33^{\circ} 23'$  West to Station 2542 + 87;  
T27N, R8W, Section 33,  
Thence South  $34^{\circ} 18'$  West to Station 2555 + 29;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 06'$  East to Station 2560 + 69;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 47'$  East to Station 2565 + 08;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 03'$  East to Station 2574 + 16;  
T26N, R8W, Section 5,  
Thence South  $7^{\circ} 50'$  East to Station 2579 + 73;  
T26N, R8W, Section 5,  
Thence South  $8^{\circ} 08'$  East to Station 2583 + 33;  
T26N, R8W, Section 5,  
Thence South  $12^{\circ} 24'$  East to Station 2586 + 42;  
T26N, R8W, Section 5,  
Thence South  $12^{\circ} 24'$  East to Station 2595 + 51;  
T26N, R8W, Section 5,  
Thence South  $28^{\circ} 04'$  West to Station 2611 + 31;  
T26N, R8W, Section 5,  
Thence South  $40^{\circ} 11'$  West to Station 2616 + 37;  
T26N, R8W, Section 5,  
Thence South  $21^{\circ} 54'$  West to Station 2620 + 84;  
T26N, R8W, Section 5,  
Thence South  $9^{\circ} 04'$  West to Station 2629 + 49;  
T26N, R8W, Section 8,  
Thence South  $18^{\circ} 37'$  East to Station 2633 + 05;  
T26N, R8W, Section 8,  
Thence South  $7^{\circ} 23'$  West to Station 2638 + 85;  
T26N, R8W, Section 8,

Thence South  $28^{\circ} 07'$  West to Station 2655 + 92;  
T26N, R8W, Section 8,  
Thence South  $36^{\circ} 31'$  West to Station 2669 + 55;  
T26N, R8W, Section 8,  
Thence South  $44^{\circ} 28'$  West to Station 2718 + 85;  
T26N, R8W, Section 18,  
Thence South  $33^{\circ} 24'$  West to Station 2730 + 47;  
T26N, R8W, Section 18,  
Thence South  $29^{\circ} 16'$  West to Station 2739 + 05;  
T26N, R8W, Section 18,  
Thence South  $43^{\circ} 28'$  West to Station 2746 + 30;  
T26N, R8W, Section 18,  
Thence South  $40^{\circ} 24'$  West to Station 2773 + 24;  
T26N, R9W, Section 24,  
Thence South  $40^{\circ} 03'$  West to Station 2841 + 06;  
T26N, R9W, Section 25,  
Thence South  $62^{\circ} 52'$  West to Station 2867 + 65;  
T26N, R9W, Section 26,  
Thence South  $76^{\circ} 14'$  West to Station 2877 + 05;  
T26N, R9W, Section 26,  
Thence South  $69^{\circ} 13'$  West to Station 2882 + 57;  
T26N, R9W, Section 26,  
Thence South  $59^{\circ} 19'$  West to Station 2890 + 50;  
T26N, R9W, Section 26,  
Thence South  $53^{\circ} 55'$  West to Station 2913 + 48;  
T26N, R9W, Section 26,  
Thence South  $53^{\circ} 27'$  West to Station 2932 + 20;  
T26N, R9W, Section 27,  
Thence South  $43^{\circ} 03'$  West to Station 2976 + 70;  
T26N, R9W, Section 34,  
Thence South  $36^{\circ} 08'$  West to Station 3088 + 00;  
T25N, R9W, Section 8,  
Thence South  $39^{\circ} 49'$  West to Station 3118 + 00;  
T25N, R9W, Section 8,  
Thence South  $40^{\circ} 46'$  West to Station 3160 + 10;  
T25N, R9W, Section 7,  
Thence South  $38^{\circ} 48'$  West to Station 3199 + 60;  
T25N, R9W, Section 18,  
Thence South  $46^{\circ} 52'$  West to Station 3229 + 11;  
T25N, R10W, Section 13,  
Thence South  $59^{\circ} 27'$  West to Station 3273 + 91;  
T25N, R10W, Section 24,  
Thence South  $36^{\circ} 54'$  West to Station 3321 + 03;  
T25N, R10W, Section 23,  
Thence South  $30^{\circ} 35'$  West to Station 3324 + 49;  
T25N, R10W, Section 26,  
Thence South  $0^{\circ} 01'$  West to Station 3356 + 09;  
T25N, R10W, Section 26,  
Thence South  $15^{\circ} 25'$  West to Station 3367 + 43;  
T25N, R10W, Section 26, G. & SRBM and ending  
at Station 3367 + 43.

RESOLUTION

At the regular meeting of the Board of Directors of the Mohave Electric Cooperative, Inc., held October 19 1979, at Kingman Arizona, County of Mohave, State of Arizona, the following resolution is adopted:

WHEREAS, Mohave Electric Cooperative, Inc., is required from time to time to secure Rights-of-Way on Indian lands, for the construction of it's electric facilities.

WHEREAS, Mohave Electric Cooperative, Inc. has been requested by the Indian Health service to provide Electric service to a water pumping system providing water to the residents of the Hualapai Reservation.

BE IT THEREFORE RESOLVED, that the General Manager of Mohave Electric Cooperative, Inc., be authorized to make application for all necessary Rights-of-Ways on Indian lands and further authorized to execute all necessary documents.

CERTIFICATION

I, James Borah, Secretary of the Mohave Electric Cooperative, Inc., do hereby certify that the foregoing is a true and correct copy of the resolution passed at the regular meeting of the Board of Directors of the Mohave Electric Cooperative, Inc., of Mohave County, State of Arizona, held on this 19 day of October 1979, as it appears in the minutes book of the Cooperative and that it has not been rescinded or modified.

(CORPORATE SEAL)

  
James Borah, Secretary-Treasurer

RESOLUTION NO. 13-75  
OF THE CHAIRMAN BOIT OF THE  
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION  
(A NATIONALLY CHARTERED INDIAN CORPORATION)  
PINALOON COUNTY, ARIZONA

- WHEREAS, the Hualapai Tribe has been interested in developing the east side of their Reservation; and
- WHEREAS, any development is dependent on some source of dependable power, water, and sewage treatment; and
- WHEREAS, the only source of power at the present time is through Mohave Electric Co., and
- WHEREAS, the Navasupai Tribe has received an addition of 195,000 acres of land through the enactment of the "Grand Canyon Bill" which creates an additional Power need if any developments are to take place at Hilltop or any other area to be developed under the terms of the act; and
- WHEREAS, the Navasupai Tribe by enactment of Resolution No. 4-75, and accompanying letter of January 16, 1975 has requested the Mohave Electric Cooperative to provide electrical power to Supai
- NOW, THEREFORE, BE IT RESOLVED that the Hualapai Tribal Council endorses the Navasupai request and further request that the line be routed across Hualapai reservation to provide electricity to the Frontier Well area.
- BE IT FURTHER RESOLVED that Hualapai Tribe will authorize granting a right-of-way across the Hualapai reservation without charge based on the length of loan not to exceed 30 years; further that a detail of easement be considered at a later date.

C E R T I F I C A T I O N

I, the undersigned, as Chairman of the Hualapai Tribal Council, hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) members of whom 6 constituting a quorum were present at a meeting meeting thereof held on this 14th day of March, 1975, and that the foregoing resolution was duly adopted by the affirmative vote of 6 members pursuant to authority of Article VII, Section 1 (a) & (b) of the Revised Constitution and Bylaws of the Hualapai Tribe approved October 23, 1955.

CORPORATE SEAL:

*[Signature]*  
Chairman, Hualapai Tribe

Attest:

*[Signature]*  
Secretary, Hualapai Tribal Council



RESOLUTION NO. 36-77  
OF THE GOVERNING BODY OF THE  
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION  
(A FEDERALLY CHARTERED INDIAN CORPORATION)  
PEACH SPRINGS, ARIZONA



WHEREAS, the Mohave Electric Cooperative, whose business address is P.O. Box 1045, Bullhead City, AZ 86434, is planning to construct an electric power distribution line to Supai Village for the Havasupai Tribe, and

WHEREAS, the proposed electric powerline will originate from existing distribution lines that Mohave Electric Cooperative now has installed along highway 66 and then be constructed in a northerly direction to Long Mesa on the Havasupai Reservation, and

WHEREAS, the Hualapai Tribe, when projecting tribal development plans into the future, realizes that they will need electric power sources along the Supai-Frazier Wells road (Route 18) in order to be able to implement any future developments on this part of the reservation, and

WHEREAS, the Hualapai Tribe has already indicated, by enacting Resolution No. 13-75, that they want this electric line routed across the Hualapai Reservation and will authorize granting a right-of-way without charge based on the length of the loan not to exceed thirty (30) years.

NOW, THEREFORE, BE IT RESOLVED that the Hualapai Tribe requests that the proposed electric power distribution line that Mohave Electric Cooperative is planning or construct to Supai Village be routed along the Supai-Frazier Wells road (Route 18), and the maps presented showing that the line will be constructed along route 18 as near possible.

BE IT FURTHER RESOLVED that in consideration of the advantages accruing to the Hualapai Tribe, including the availability of power to the area of Frazier Wells and the possibility of a line over to the Youth Camp and to the Fire Tower, that the Hualapai Tribe authorizes the Bureau of Indian Affairs to grant a right-of-way easement as per maps submitted for the electric power distribution line to be built by the Mohave Electric Cooperative across the Hualapai Reservation without charge, and further based on the fact that the loan shall not exceed thirty (30) years, and that the easement shall be only for the period of said loan.

Page 2  
Resolution 36-77

C E R T I F I C A T I O N

I, the undersigned, as Chairman of the Hualapai Tribal Council, hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) Members of whom six (6) constituting a quorum were present at a regular meeting thereof held on this 6th day of August 1977; and that the foregoing resolution was duly adopted by the affirmative vote of five (5) to zero (0) members pursuant to authority of Article VI Section 1 (a) (b) of the Revised Constitution and Bylaws of the Hualapai Tribe Approved October 22, 1955.

Carl Hawthorne  
CHAIRMAN, Hualapai Tribal Council

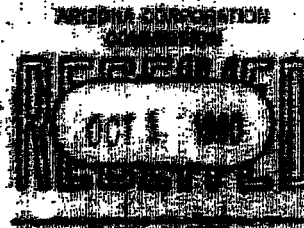
ATTEST:

Clifford H. Kipp  
SECRETARY, Hualapai Tribal Council

# Exhibit 5

0 3 0 0 1 0 0 1 1

1 CHARLES D. WAHL, P.C.  
2 Attorney at Law  
3 2910 North Seventh Avenue  
4 Phoenix, Arizona 85013  
5 (602) 264-3794  
6 Attorney for Petitioner



BEFORE THE ARIZONA CORPORATION COMMISSION

9 JIM WEEKS  
10 Chairman  
11 EUD TIMS  
12 Commissioner  
13 JOHN AHEARN  
14 Commissioner

Arizona Corporation Commission

DOCKETED

OCT 2 1966

DOCKETED BY

*Clark*

15 IN THE MATTER OF THE APPLICATION BY  
16 MOHAVE ELECTRIC COOPERATIVE, INC., A  
17 NON-PROFIT ARIZONA CORPORATION, FOR  
18 APPROVAL OF FINANCING

DOCKET NO. U-1759-80-100170

19 COMES NOW the Petitioner, Mohave Electric Cooperative, Inc. (hereinafter  
20 a non-profit Arizona corporation, by and through its attorney, Charles D.  
21 Wahl, Attorney at Law, and herewith petitions the Arizona Corporation  
22 Commission as follows:

23 1. That the Petitioner has previously obtained a certificate of  
24 public convenience and necessity from the Arizona Corporation Commission,  
25 which order authorizes it to engage as a public electric utility;

26 2. That this Petitioner has been operating as a public electric  
27 utility in Mohave County, Arizona, and is currently in good standing with  
28 this Commission;

29 3. That for several years, the Petitioner has been negotiating  
30 a line extension agreement with the Navasupai and SanLapai Indian tribes  
31 to supply electrical energy to both of these reservations;

32 4. This contract will be executed by the United States of  
America in a few days through its appropriate authorized representative and  
as soon as the agreement is executed, a copy will be filed with the Commission  
as a late exhibit;

1           5. That the Petitioner has applied for and obtained a commitment  
2 from the Rural Electrification Administration (REA) to amend its exist-  
3 ing loan contract, dated January 18, 1966, between Mohave and the United  
4 States of America by a proposed amendment, dated as of June 10, 1966 with  
5 reference to REA Project Designation Arizona 22Y4 Kingman and by a proposed  
6 Mortgage Note of the same date to be executed by Mohave in favor of the  
7 United States of America in the amount of One Million Six Hundred Thousand  
8 Dollars (\$1,600,000) with interest on the amount thereof advanced by the  
9 government, pursuant to the amended loan contract dated January 18, 1966  
10 referred to above, the same may have been amended from time to time and  
11 remaining unpaid, at the rate of two percent (2%) per annum, which loan is  
12 pursuant to A.R.S. 40-303 and requires approval by this Commission;

13           6. That a copy of the proposed amended loan contract dated June 10, 1966  
14 marked Exhibit "A", and a copy of the proposed Mortgage Note, marked Exhibit  
15 "B" are attached hereto and made a part hereof;

16           7. That the purpose of the loan will be to provide for a transmission  
17 line and fixtures commencing from Mohave's existing facilities approximately  
18 seventy (70) miles north and east across the Hualapai Indian Reservation  
19 which adjoins Mohave's certified area and the Havasupai Reservation  
20 located at the base of the Grand Canyon, but which service facilities will  
21 intertie on the south mesa of the Havasupai Reservation. A cost estimate  
22 analysis of the project is marked Exhibit "C" and attached hereto;

23           8. Petitioner believes that the funds sought to be borrowed  
24 are authorized under the Rural Electrification Act and will benefit  
25 both Indian reservations that receive electric energy from contribution  
26 funds drawing only two percent (2%) interest;

27           9. That Mohave will adequately secure the repayment of the money  
28 borrowed by contract with the United States Government and will not impair  
29 the existing service or greatly encumber the property presently used to  
30 supply energy to the membership of Mohave Electric Cooperative, Inc.  
31 in Mohave County.

32           10. That if the proposed loan is granted by this Commission, all

1 monies borrowed will be applied for the necessary and lawful purposes which  
2 will be more fully described and explained in the exhibits attached hereto  
3 and furnished to the Commission at the time of hearing this matter;

4 11. That the Board of Directors of Mohave has authorized the execution  
5 of the loan documents and that a certified copy of the corporate resolution  
6 authorizing the execution of these documents and borrowing of the amounts  
7 contained herein from the United States Department of Agriculture, Rural  
8 Electrification Administration, is attached as Exhibit "D";

9 12. Petitioner also files Exhibit "E" which is the most recent financial  
10 statement prepared by Mohave on REA Form 7 and gives a breakdown of the last  
11 twelve (12) historical months of the corporate balance sheet, operating  
12 statistics and capital account.


13 WHEREFORE, Petitioner prays that:

14 1. A hearing date be set as soon as conveniently possible on  
15 the application for financing approval;

16 2. The loan is conditional by REA upon execution of all the  
17 documents and the authorizations by the necessary agencies, including financial  
18 approval by the Arizona Corporation Commission; and

19 3. The Commission issue an order approving this financing  
20 matter sought by this Petitioner.

21  
22 Respectfully submitted,

23   
24 Charles D. Wahl  
25 Attorney at Law  
26  
27  
28  
29  
30  
31  
32

0 3 0 0 0 1 0 0 1 1

### III. COST ESTIMATE ANALYSIS

The following is a summary of the estimated total project cost. It is anticipated that a construction contract will be prepared subsequent to field surveys and awarded to the low qualified bidder for construction.

For comparison purposes only, an estimated cost of the project, if 69 KV transmission facilities were utilized, is also included herein.

#### A. Distribution Service (selected alternative)

70 miles 3Ø #1/0 ACSR, 14.4/24.9 KV, VOC-1 configuration @ \$21,000/mile	\$1,470,000
Substation OCR	9,500
3 Line OCR's	15,000
Primary Metering Installation	3,000
3Ø Disconnect Switch	2,500
Subtotal	\$1,500,000
Plus engineering (including supervision)	100,000
Grand Total - All Costs	\$1,600,000

#### B. Transmission Service (alternative not selected)

70 miles, 69 KV #4/0 ACSR, TSS-1 (or equal) @ \$40,000/mile	\$2,800,000
Transmission engineering (including supervision)	336,000
69 KV OCB plus associated structure & engineering	75,000
69:2.4/4.16 KV Substation	150,000 *
Substation engineering (including supervision)	15,000 *
Grand Total - All Costs	\$3,376,000 *

(\* \$3,211,000 if RIA provides the substation)

EXHIBIT "C"

# Exhibit 6

BEFORE THE ARIZONA CORPORATION COMMISSION

JIM WEEKS  
Chairman

BUD TINS  
Commissioner

JOHN AHEARN  
Commissioner

DOCKETED

OCT 12 1980

DOCKETED

*dmk*

IN THE MATTER OF THE APPLICATION BY  
MOHAVE ELECTRIC COOPERATIVE, INC., A  
NON-PROFIT ARIZONA CORPORATION, FOR  
APPROVAL OF FINANCING

DOCKET NO. U-1750-80-170

DECISION NO. 51491

OPINION AND ORDER

DATE OF HEARING: October 14, 1980

PLACE OF HEARING: Phoenix, Arizona

HEARING OFFICER: Theodore Humes

APPEARANCES: James K. Dinger, Financial Analyst, Utilities Division, on behalf  
of the Arizona Corporation Commission.

Charles D. Wahl, Attorney for Applicant

FINDINGS OF FACT

1. Applicant, Mohave Electric Cooperative, Inc., requests this Commission to approve additional financing in an amount not to exceed \$1,600,000, which they intend to borrow from the Rural Electrification Administration (REA).

It is contemplated that the REA loan will be for a maximum period of 35 years at two (2%) per annum interest.

2. The proceeds from the borrowings will be used for construction purposes of an electric line extension from applicant's certified area across a portion of the Hualapai and Havasupai Indian Reservation located north of Route 66 on and adjacent to the Supai Road, Coconino County, Arizona.

3. The construction and power contract shall be with the United States of America, acting through the administrator of the General Services Administration on behalf of the U. S. Bureau of Indian Affairs, Department of the Interior, to supply electric energy to serve existing and future residential and commercial installations on the Hualapai and Havasupai Indian reservations.

0100 000020

CONCLUSIONS OF LAW

- 1
- 2 1. It is in the best interest of the consumers of Mohave Electric Cooperative, Inc.,
- 3 that the applicant be allowed to finance and expend the amounts proposed.
- 4 2. We find that such borrowings are lawful and in the public interest and that the
- 5 loan will not impair Mohave's ability to perform as a public utility.

ORDER

7 WHEREFORE, IT IS ORDERED: That Mohave Electric Cooperative, Inc., an Arizona  
8 non-profit corporation, be and is hereby authorized to enter into long-term debt commitments  
9 with the Rural Electrification Administration (REA), a Federal government agency, in the  
10 amount of One Million Six Hundred Thousand Dollars (\$1,600,000), bearing interest at the  
11 rate of 2.0% per annum and providing for the payment of the indebtedness within 35 years  
12 after the date of execution of the loan document.

13 IT IS FURTHER ORDERED: That this Order shall be effective upon entry.


14 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

15  
16   
17 CHAIRMAN

18   
19 COMMISSIONER

20   
21 COMMISSIONER

22 IN WITNESS WHEREOF, I, G. C. ANDERSON, JR.,  
23 Executive Secretary, of the Arizona Corporation  
24 Commission, have hereunto set my hand and caused  
25 the official seal of this Commission to be affixed at  
26 the Capitol, in the City of Phoenix, this 22<sup>nd</sup> day  
27 of October, 1980.

28   
G. C. ANDERSON, JR.  
Executive Secretary

# Exhibit 7

RESOLUTION NO. 36-77  
OF THE GOVERNING BODY OF THE  
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION  
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PEACH SPRINGS, ARIZONA.



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C E R T I F I C A T I O N

I, the undersigned, as Chairman of the Hualapai Tribal Council, hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) Members of whom six (6) constituting a quorum were present at a regular meeting thereof held on this 6th day of August 1977; and that the foregoing resolution was duly adopted by the affirmative vote of five (5) to zero (0) members pursuant to authority of Article VI Section I (a) (b) of the Revised Constitution and Bylaws of the Hualapai Tribe Approved October 22, 1955.

Earl Hantone  
CHAIRMAN, Hualapai Tribal Council

ATTEST:

Chas. W. Davis  
SECRETARY, Hualapai Tribal Council

# Exhibit 8

## NEGOTIATED ELECTRIC UTILITY CONTRACT

GS-OOS-67021

The Contractor identified below agrees to sell and deliver to the UNITED STATES OF AMERICA, hereinafter referred to as the "Government," and the Government agrees to purchase and receive from the Contractor electric power and energy at the Service Location hereinafter referred to, subject to (1) the terms and conditions set forth on the face and reverse side of this page and on any continuation pages attached hereto; (2) Technical Provisions (GSA FORM 1684); and (3) Supplemental Provisions (GSA FORM 1685).

1. SERVICE LOCATION: The Contractor shall furnish to the Government all electric energy which the Government may request during the term of this contract up to 1500 KW for the operation of its facilities located at Hualapai and Havasupai Indian Reservations, as more fully described in Addendum No. 1.
2. POINT OF DELIVERY: The Contractor shall make and pay for all connections between the systems of the Contractor and the Government at the point of delivery. The point of delivery is described as follows:  
Line side of Long Mesa Power Transformer, as more fully described in Addendum No. 1 and Exhibit 1.
3. SERVICE CHARACTERISTICS: Electric energy to be supplied hereunder shall be alternating current three (3) phase, sixty cycles, and shall be delivered at 14.4/24.9 kilovolts as normal, with allowable variation of 10 percent above or below normal. The electric energy furnished hereunder shall be metered at 24.9 kilovolts. All as more fully described in Addendum No. 1.
4. CHARGE: The Contractor shall be paid for the services herein contracted for pursuant to charges described in Addendum No. 1 which is attached and made a part hereof, commencing with the period in which electricity is initially furnished hereunder and continuing until this contract is terminated, except that the minimum charge, if any, specified in said Rate Schedule(s) shall be equitably prorated for the periods in which commencement and/or termination of this contract shall occur. All as more fully described in Addendum No. 1.
5. TERM OF CONTRACT: The term of this contract shall be for a period of 10 year(s) from the date that the Contractor makes electricity available and the Government is ready to receive electricity from the Contractor at the Service Location. The Contractor shall make every reasonable effort to commence to deliver electricity to the Government at the Service Location not later than the 1st day of April, 1982. The Government shall, as promptly as possible, advise the Contractor of the date it will be ready to receive electricity under this contract.
6. SPECIAL TERMS AND CONDITIONS: If there are any Special Terms and Conditions to this contract they are attached and identified as follows: GSA Form 1684; GSA Form 1685 (Rev. 7-76);  
(If none, so specify) Addendum No. 1; Exhibit 1

EXECUTION BY CONTRACTOR		EXECUTION BY GOVERNMENT	
NAME OF CONTRACTOR (Type or print)	DATE	NAME OF CONTRACTOR (Type or print)	DATE
Mohave Electric Cooperative, Inc.		UNITED STATES OF AMERICA ACTING THROUGH THE ADMINISTRATOR OF GENERAL SERVICES	
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION		BY <u>Walter C. Grogan</u>	
ADDRESS P. O. Box 1045 Bullhead City, AZ 86430		TITLE <u>Deputy Asst. Dir.</u> (Contracting Officer)	
SIGNATURE OF PERSON AUTHORIZED <u>[Signature]</u>		THIS CONTRACT IS EXECUTED PURSUANT TO THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, 53 STAT. 377, AS AMENDED.	
BY <u>[Signature]</u>		ACCOUNTING AND APPROPRIATION DATA	
TITLE <u>President</u>			
INVOICE FOR PAYMENT SHOULD BE MAILED TO			

## TERMS AND CONDITIONS

### INVOICES.

Invoices for payment shall be prepared and submitted in duplicate unless otherwise specified by the Government. All invoices shall contain statements of the meter readings at the beginning and the ending of the billing period, meter constants, consumption during the billing period, and such other pertinent data as may be required to substantiate the billing or such other pertinent data as may be requested by the Government.

### PAYMENT OF SERVICES.

a) All bills for payment of services under this contract shall be paid without penalty or interest, and the Government shall be entitled to any discounts customarily applicable to payment of bills by any customer of the Contractor.

b) For purposes of charges under the contract, any demands due to faulty operation of, or excessive or fluctuating voltage on, the Contractor's system shall not be included as part of the Government's demand.

c) Payments hereunder shall not be made in advance of services rendered. The Government shall, however, use due diligence to effect payment of all bills for services rendered under this contract within thirty (30) days from the date such bills are received.

d) Nothing herein contained shall be construed as binding the Government to expend in any one fiscal year any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of this contract or to involve the Government in any contract or other obligation for the further expenditure of money in excess of such appropriation.

### DAMAGE AND INJURY.

The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use or operation of the Contractor's facilities or the action of the Contractor, its employees and agents in performing under this contract.

### ACCESS TO SERVICE LOCATION.

(a) The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the Service Location for any proper purpose under this contract, including use of site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor and the Government at suitable times to perform the obligations of the Contractor with respect to such facilities. It is expressly understood, however, that proper military or Governmental authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.

(b) The Contractor shall, at its expense, obtain all rights of way and easements necessary to permit it to perform under this contract.

TECHNICAL PROVISIONS  
(ELECTRIC UTILITY CONTRACT)

1. CONTRACTOR'S FACILITIES

(a) The Contractor, at its expense, shall furnish, install, operate, and maintain all facilities required to furnish electricity, as herein provided, to, and measure such electricity at, the specified delivery point.

(b) All taxes and other charges in connection with the facilities provided hereunder by the Contractor under this contract shall be for the account of and assumed by the Contractor.

2. METERS AND METRING EQUIPMENT

(a) All electricity furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, calibrated, and read by the Contractor at its expense. In the event any meter fails to register or registers incorrectly the electricity furnished there-through, the parties shall, after considering all the evidence available from the Contractor's and Government's records, agree upon the length of period during which such meter failed to register or registered incorrectly and the quantity of electricity delivered there-through during such period and, upon agreement, an appropriate adjustment based thereon shall be made in the Government's bills. For the purpose of the preceding sentence, any meter which registers not more than two percent (2%) slow or fast shall be deemed correct.

(b) All meters shall be installed and inspected upon installation, at the expense of the Contractor, in a manner provided by the rules of the local regulatory commission for other customers of the Contractor using similar service. Subsequent inspection, periodic testing, repair and replacement of meters shall be done at the Contractor's expense in such place and manner as are also provided by the said rules of the local regulatory commission. Whenever any meter shall be found to be defective it shall be repaired or replaced immediately. Should there be no local regulatory commission rules relating thereto, installation, inspection, repair and replacement shall be done in a manner agreed to by the Government and the Contractor. The Government shall have the right to request that a special meter test be made at any time. If any test made at the Government's request discloses that the meter tested is registering correctly or within two percent (2%) of normal, the Government shall bear the expense of such test. The expense of other tests shall be borne by the Contractor. In any event, at its option, the Government may, subject to arrangements satisfactory to the Contractor and at the Government's expense, have such meter or meters as it deems inaccurate tested by the National Bureau of Standards, the findings of which shall be conclusive.

(c) The Contractor, so far as possible, shall read all meters at periodic intervals of approximately thirty (30) days. All billings based on meter readings of less than twenty-six (26) days or more than thirty-five (35) days shall be prorated accordingly.

3. PUBLIC REGULATION AND CHANGE OF RATES

(a) Electricity furnished under this contract shall be subject to regulation in the manner and to the extent prescribed by any Federal, State, or local regulatory commission having jurisdiction over the supply of electricity to the Contractor's customers generally. If during the term of this contract the public regulatory commission having such jurisdiction receives for file in authorized manner rates that are higher or rates that are lower than those stipulated herein and as a replacement thereof, the Contractor agrees to continue to furnish electricity as stipulated in this contract and the Government agrees to pay for such electricity at the higher or lower rates from and after the date when such rates are made effective. If during the term of this contract the Contractor applies to any such regulatory body for a change of rates or in the type of service to be performed under this contract, a copy of such application, petition, revised schedule or tariff, or similar document will be mailed to the Contracting Officer of the Government concurrently with the filing of such document with the regulatory body.

(b) Subject to paragraph (a) of this Article, in the event the Contractor, during the term of this contract, shall make effective

any new rate schedule or amended rate schedule applicable to the class of service furnished to the Government at the Service Location which may contain a lower rate or conditions of service more favorable to the Government for such class of service, the Contractor shall make such lower rate or conditions of service available to the Government, and, unless otherwise notified in writing by the Government, the Contractor shall substitute such new rate schedule or amended rate schedule for the rate schedule then in effect hereunder for such Service Location commencing with the billing period in which such rate schedule becomes effective.

(c) Reasonable notice shall, so far as possible, be given by the Government to the Contractor respecting any material changes proposed in the volume or characteristics of electricity required.

(d) In the event of a permanent change in the class of service furnished the Government at the Service Location, electricity shall, effective sixty (60) days after written request is made by either party or at such other time as may be agreed upon, thereafter be available to such Service Location at the lowest available rate schedule of the Contractor which is applicable to the class of service furnished following such permanent change.

(e) The Contractor hereby represents and warrants to the Government that the rate schedules available hereunder are not in excess of the lowest rate schedules now available to present and prospective customers under like conditions of service, and agrees that during the life of this contract, the Government shall continue to have available to it the lowest applicable schedule and similar conditions of service.

4. SUPPLY OF ELECTRICITY See Addendum No. 1

(a) The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of electricity at the Service Location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of supply occasioned by or in consequence of any cause beyond the reasonable control of the Contractor, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, or strikes. *Provided*, that when any such failure, suspension, diminution, or variation of supply due to any such cause shall aggregate more than ten (10) consecutive hours but less than fifteen (15) consecutive days, an equitable adjustment shall be made in the rates specified in the applicable rate schedules (including minimum charges, if any); *Provided further, however*, that if any such failure, suspension, diminution, or other variations of supply occasioned by such causes shall aggregate fifteen (15) or more consecutive days, the Contractor shall suspend its billing under this contract (including the minimum charges, if any), effective with the beginning of the next ensuing billing period; *Provided, however*, that if the Government desires to use electricity in a lesser amount than the minimum provided for in this contract and the Contractor can furnish such electricity, it will be supplied and billed under the Contractor's most favorable schedule applicable to such use. If the Contractor is unable to provide a regular and uninterrupted supply of electricity at the Service Location because of any of the foregoing causes for a period of sixty (60) consecutive days or more, the Government shall have the right at any time thereafter to terminate this contract without payment by it of any charge or penalty.

(b) In the event the Government is unable to operate the Service Location in whole or in part for any cause beyond its reasonable control, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, or strikes for a period in excess of fifteen (15) consecutive days, the Contractor shall suspend its billing under this contract (including minimum charges, if any), for a period reasonably required to replace or repair the Government Facilities, or otherwise to resume regular operations, effective with the beginning of the next ensuing billing period; *Provided, however*, that if the Government desires to use electricity in a lesser amount during such period of suspension than the minimum provided for in this contract, it will be supplied and billed under the Contractor's most favorable schedule applicable to such use.

## SUPPLEMENTAL PROVISIONS (UTILITY SERVICE CONTRACT)

### 1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer, and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

### 2. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

### 3. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60))

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 4. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

A Certification of Nonsegregation Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

#### 5. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### 6. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 7. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

#### 8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) *Subcontracts.* The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) *Records.* The Contractor shall maintain payroll records con-

tract, three years from the completion of the

#### 9. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above. *Provided,* That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of (a) above shall not apply to disputes which are subject to the jurisdiction of a Federal, State, or other appropriate regulatory body. The provisions of (a) above shall also be subject to the requirements of the law with respect to the rendering of utility services and the collection of regulated rates.

#### 10. ORDER OF PRECEDENCE

To the extent of any inconsistency between the provisions of this contract and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the provisions of this contract shall control.

#### 11. DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(This clause is applicable pursuant to 41 CFR 60-250 if this contract is for \$10,000 or more.)

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract, and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate

nam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

emptied by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## 12. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the contractor from a final decision of the contracting officer under the disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the contractor furnishes to the contracting officer his written appeal under the disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the contracting officer determines the contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

## 13. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American Indians, American Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

## 14. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

## 15. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following clause is applicable if this contract exceeds \$5,000)

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent

## 16. EMPLOYMENT OF THE HANDICAPPED

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

## 17. CLEAN AIR AND WATER

(Applicable only if the contract exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA deletes the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

ADDENDUM NO. 1

TO

GSA CONTRACT NO. GS-COS-67021

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MOHAVE ELECTRIC COOPERATIVE, INC., an Arizona corporation, (hereafter called "Mohave"), agrees to Contract with the UNITED STATES OF AMERICA, acting through the Administrator of the General Services Administration on behalf of the U.S. Bureau of Indian Affairs, Department of the Interior, (hereinafter called "Government"), to supply electric energy to serve existing and future residential and commercial installations on the Hualapai and Havasupai Indian Reservations located north of Route 66 on and adjacent to the Supai Road, Coconino County, Arizona. The electrical service fee is to be paid by the U. S. Bureau of Indian Affairs, Department of the Interior.

LOCATION OF PROPOSED SERVICE

Mohave shall construct a power line from its existing facilities, a distance of approximately 70 miles, to a point of termination at the line side at the Long Mesa Power transformer, which shall be the point of delivery. This transmission line and line extension shall be constructed along the right-of-way which is set forth on the existing plant marked as Exhibit "I" attached hereto.

Mohave agrees that the Government may elect to serve the Hualapai Reservation by means of other interconnects and line extensions which shall be constructed for the U. S. Government by separate agreement with Mohave, upon such terms that provide to Mohave its total investment required to make such an extension; and further provided, that such load of additional

extensions do not exceed the "maximum of demand" provided on page 3 of this Agreement.

#### CONSTRUCTION STANDARDS

Construction of the lines and facilities shall be in accordance with Rules for the Installation and Maintenance of Electric Supply Stations and Equipment, Part I of the National Electrical Safety Code, latest edition, as published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE). Materials and equipment shall meet NEMA, ANSI and REA standards.

#### SERVICE CHARACTERISTICS

Electric service to be supplied shall be in the form of three-phase, 60 Hertz at a nominal voltage of 14.4/24.9 kilovolts and shall be metered at 24.9 kilovolts primary, with all metering facilities to be furnished by Mohave on the 24.9 kilovolt side of the Government substation, and metering facilities shall provide kilowatt hours, recorded kilowatt demand on a 15-minute integrated basis, recorded KVAR flow or power factor, and other information as required.

#### RIGHT OF ACCESS

For the purpose of constructing, inspecting, maintaining or operating the facilities, duly authorized representatives of Mohave shall have the right of ingress to and egress from the Government's premises at all reasonable times.

#### FACILITIES

The Government shall provide a suitable location for Mohave's metering and other facilities, in the area of the point of delivery and shall supply, install, operate and maintain the necessary sub-station and other facilities required for the receipt of electric power and energy at 24.9 kilovolts beyond the point of delivery as herein described.

A generating plant located at the rim of the Grand Canyon overlooking the Havasupai Reservation may be utilized by the Government to provide emergency power to the Havasupai Reservation in the event of a power outage on Mohave's system. Switching arrangements shall be provided by Mohave to insure that this above-referenced plant shall not backfeed into the Mohave system.

#### MAXIMUM DEMAND

Mohave agrees to supply or make available a minimum of 500 kW up to a maximum of 1500 kW as the Government's total capacity rights for the term of this Agreement or life of the facilities whichever is first to occur, in return for the Government's agreement to pay Mohave a monthly Facility Charge. Government agrees that its capacity rights are limited to a maximum of 1500 kW.

#### CONTINUITY OF SERVICE

In the supply of electricity, considering the nature of a 70 mile radial 14.4/24.9 kV distribution line, Mohave shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, Governmental authority, action of the elements, public enemy, accident, strikes, organized or unorganized interference of any kind, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Mohave, Mohave shall not be liable for such failure or interruption or for damages, consequential or otherwise, Mohave shall use its best efforts to give the Government reasonable notice as to any planned outages and/or duration of outages should such be known to be of longer than four hours duration.

When any such failure, suspension, diminution or variation of supply due to any such cause shall be less than fifteen (15) consecutive days, no equitable adjustment shall be made in the rates specified in the applicable rate schedules or monthly Facility Charge; provided further, however, that if any such failure, suspension, diminution, or other variations of supply occasioned by such causes shall be fifteen (15) or more consecutive days, Mohave shall suspend its billing under this Contract and an equitable adjustment shall be made in the monthly Facility Charge effective with the beginning of the next ensuing billing period. (For the purposes of this paragraph, an "equitable adjustment" is the reduction of the monthly Facility Charge by 1/30th for each additional consecutive day (beyond the fifteen (15) days mentioned above) service is not provided). In the event the Government's distribution facilities from Long Mesa into the Havasupai Village are not operable in whole or part for any cause beyond its reasonable control, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, or strikes for a period in excess of fifteen (15) consecutive days, Mohave shall suspend its billing under this Contract (except for monthly Facility Charge) for a period reasonable required to replace or repair the Government Facilities, or otherwise to resume regular operations.

#### OWNERSHIP OF FACILITIES

All facilities to be provided by or on behalf of Mohave shall be and remain its sole property. All facilities to be provided by the Government beyond the point of interconnection shall be and remain its sole property.

#### RESPONSIBILITY AS TO USE OF SERVICE FACILITIES

Each party shall coordinate, install and maintain compatible protective devices on its side of the interconnection to protect its system from adverse conditions on the system of the other party. The Government will exercise due diligence to operate its system in accordance

with the standards of modern practice and in a manner which will not cause any system problems, jeopardize Mohave's transmission system, or cause Mohave to make system improvements on Mohave's electric system which, in the judgment of Mohave and the Government, would not otherwise be necessary.

Mohave and the Government will each assume all responsibility on their respective sides of the point for the electric services supplied to the Government hereunder, as well as for any apparatus used in connection with such supply, including the Long Mesa Generating Plant and its associated equipment.

The Government will exercise due diligence to assure that the electrical characteristics of the load, such as deviation from sine wave or unusual short interval fluctuations in demand, shall not be such as to result in impairment of service to other customers of Mohave, or in interference with operation of telephone, television or other communication facilities. In this regard, the deviation from phase balance will be limited to a reasonable percentage of contract demand at all times.

#### RELOCATION OF FACILITIES

In the event the Government requires any power lines or other facilities to be moved for any reason after initial construction, Mohave agrees to relocate such facilities upon reasonable written request by the Government, the expense of such relocation shall be borne by the Government, and shall be made separate and distinct from construction costs incorporated in this Agreement.

#### ACQUISITION OF RIGHT-OF-WAY

Mohave shall obtain all necessary right-of-way, including property under Federal and state jurisdiction, and shall prepare an environmental report applicable for the proposed facilities and power lines.

## JOINT USE OF POWER FACILITIES

Mohave understands that the Arizona Telephone Company provides telephone service to the area involved, and that joint use of telephone power facilities, where appropriate, and inductive coordination will be the responsibility of the Arizona Telephone Company and Mohave.

## CONSTRUCTION COSTS

Mohave estimates that the Construction of all facilities will be as follows:

For labor and material for overhead transmission  
and/or distribution facilities from Mohave's  
source of supply to the Long Mesa Generating Plant:  
\$1,600,000.00

Under this proposal, Mohave will provide all funds necessary for the construction of the aforementioned facilities.

## FACILITIES CHARGES

For Mohave to recover costs associated with the construction and operation of facilities to make electric service available to the Government, the Government, upon verification of Mohave's cost of construction agrees to pay Mohave as a Facility Charge an annual amount equal to the sum of:

- (1) 4.44% (percent) of the lesser of the cost of construction or \$1,600,000 and/or other amount(s) concurred in by the Government Contracting Officer;
- (2) All state and local property taxes assessed against the facilities that Mohave constructs because of this contract;
- (3) The (a) operation and maintenance expenses, (b) cost of replacements less original book value of

replaced facilities and (c) cost of system improvements that Mohave constructs as a result of this Contract.

One Twelfth of the Facility Charge shall be paid each month. The first payment shall be due and payable when electric power and energy become available. Mohave consents to the Government's right and option to renew this Contract for two (2) additional ten (10) year periods.

#### TERMINATION PROVISIONS

If the Government does not exercise its renewal option or terminates this Contract, the Government shall pay, in U. S. currency, in a single payment, an amount equal to Mohave's undepreciated value plus facility removal costs, less salvage value, of the facilities that Mohave constructs because of this contract.

If Mohave terminates this Contract without legal cause, the Government shall be liable only for the Facility Charge payment and actual energy used up to the effective date of the termination.

If the Government shall fail to make any contract payment within fifteen (15) days after such payment is due, Mohave may discontinue service to the Government upon giving fifteen (15) days written notice to the Government of its intentions to do so; provided, however, that such discontinuance of service shall not relieve the Government of any of its obligations under this Contract.

#### INTERIM CONSTRUCTION ACCOUNTING

The Government Contracting Officer or his authorized representative may, at any time, have Mohave's invoice(s) or voucher(s) and/or statement of costs representing costs related to the construction of the subject facilities audited. The amount of construction costs to be included in the Facility Charge shall be subject to reduction for amounts included in

the related Invoice(s) or voucher(s) or statement of costs which are found by the Contracting Officer or his authorized representative on the basis of audit, not to constitute allowable costs. The cost referred to herein shall be allowable, allocable and reasonable to this Contract and consistent with sound and generally accepted accounting principles.

If, at any time, Mohave has reason to believe that the total cost of the subject facilities will be greater than the estimated \$1,600,000.00, Mohave shall notify the Contracting Officer giving its revised estimate.

The Government shall not be obligated to pay Facility Charges for those facilities based on a figure in excess of the estimated \$1,600,000.00, unless and until the Contracting Officer shall notify Mohave, in writing, that such estimated cost has been increased and shall have in such notice specified the modified estimated cost. No notice, communication or representation of any person other than the Contracting Officer shall effect an increase in the \$1,600,000.00 estimated cost of facilities, regardless of the reasons for increasing said costs.

#### MONTHLY FACILITY CHARGES AND RATES

The Government shall pay Mohave the monthly Facility Charge and, in addition, shall pay Mohave power rates according to Mohave's Rate Schedule "L" (Large Power) marked Exhibit "2", attached. The Exhibit by this reference is incorporated herein.

Billings pertaining to both the Facility Charge and Exhibit 2 may be increased by an amount equal to the sum of applicable taxes, fees, assessments or other charges not provided for in either the Facility Charge or Exhibit 2.

#### USE OF SERVICE

The Government shall utilize the electric energy supplied under this Contract only in connection with the needs of the respective Indian tribes or their customers or for such other uses as may be required by the

diversification or expansion of the needs related thereto.

The Government agrees that Mohave may elect to serve the Hualapai Indian Reservation upon its own arrangements from the utility plant proposed to be constructed provided that contemplated system capacities are not unreasonably exceeded. Mohave agrees that for any extension from facilities provided by Mohave, Mohave shall credit a one-time charge of \$50.00 per connected kVA installed capacity, but not less than \$500.00, to the Government and shall deduct this amount from its next monthly billing. The Government shall have the option to waive all or any portion of any such fees.

NOTICES

All formal notices, demands or requests given or made under this Contract shall be in writing and shall be deemed properly given or made if delivered personally or sent by registered mail, certified mail or telegram to the person designated below:

NOTICE TO MOHAVE:

Mohave Electric Cooperative, Inc.  
P. O. Box 1045  
Bullhead City, Arizona 86430  
attention: General Manager

NOTICE TO GOVERNMENT:

Assistant Area Director of Administration  
Bureau of Indian Affairs  
U. S. Department of Interior  
P. O. Box 7007  
Phoenix, Arizona 85011

## APPROVALS AND CONTINGENCIES

Mohave shall obtain from state and Federal authorities or agencies as may have jurisdiction, the necessary approval of the Contract or matters with respect thereto, of all franchises, authorizations, permits, licenses, certificates of public convenience and necessity, right-of-way and orders to the extent required by law in order to enable it to perform all of its obligations hereunder. Mohave shall not be obligated to commence construction of any facilities until it has obtained all such approvals and shall have received assurance from the Government that it will be given ingress and egress rights for the construction, operation, and maintenance of said facilities.

Mohave agrees to seek a loan with an interest rate of no more than two (2) percent per annum in an amount sufficient to build the facilities Mohave constructs as a result of this contract. Mohave shall not be obligated under this contract until it has obtained such loan to be amortized over a thirty (30) year period. This Contract shall not become effective until it has been approved in writing by the Rural Electrification Administration and accepted by the Arizona Corporation Commission.

## ASSIGNMENT OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns, of the respective parties hereto.

## REGULATORY AUTHORITY

The electric services furnished under this Contract shall be subject to regulation in the manner and to the extent prescribed by any federal, state or local regulatory commission having jurisdiction over the supply of electric services to Mohave's customers generally.

Rate Schedule "L"

(Large Power)

FCG,

Facilities:

1. Available to commercial and industrial type consumers who require more than 50 KVA of transformer capacity within the utility's service area.

Character of Service:

1. Alternating current, single or three phase, 60 Hertz, at available primary or secondary voltages.

Net Rate/Month: (or part thereof/service)

Demand Charge: \$6.90 /KW

Energy Charge:

All KWH/Month @ \$.017 /KWH

The total demand charges/month plus the energy charges/month shall be the total charges/month.

Minimum Monthly Charges:

The Monthly minimum charge shall be the highest of the following:

1. Minimum monthly charge established in accordance with the Utility's Line Extension Policy.
2. Or, \$1.50 /KVA/month of installed transformer capacity.

FCG,

Metering:

1. The utility shall install suitable demand and power factor metering instrumentation for billing under this schedule. No consumer shall be placed on this schedule without demand metering.

Billing Demand:

1. The billing demand shall be the maximum Kilowatt demand established by a consumer for any Fifteen (15) min period during the billing month.

Power Factor Adjustment:

1. The utility may increase the measured KW of demand one (1) percent for each one (1) percent the power factor is less than 90%.

Primary Service:

1. Primary electric service is available at primary distribution voltages.
2. Primary service metered at primary voltages, the Kilowatthour consumption shall be the metered KWH. Metered at secondary voltages, the KWH billed shall be the metered KWH plus 5% (+1.05) to allow for transformer losses.

Terms of Payment:

1. The charges per month in the foregoing rate are net, and are due and payable within ten (10) days from the date on the monthly bill.

FCG,

Taxes:

1. Billing under this schedule may be increased by an amount equal to the sum of applicable taxes, fees, or charges (exclusive of Ad Valorem, State and Federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

Fuel & Purchased Power Cost Adjustment:

1. The utility may, if the purchased power expense is increased or decreased above or below the base power cost of \$ 02106 /KWH sold, flow through to the user such increases or decreases.

Conditions of Service:

1. The consumer, rates and schedules shall be subject to the rules and regulations of the Cooperative.
2. The consumer's electric wiring facilities shall conform to the Cooperative's, City, State, and National Electric codes.
3. The consumer shall not resell or share electric service with others.
4. The consumer shall be allowed to consume the kilowatts (KW) or kilowatthours (KWH), at the applicable rate herein, for the monthly minimum charge.
5. Electric service under this rate schedule shall require the consumer to execute a contract.

FCG,

# Exhibit 9

1980

ARIZONA

Loan, Operating, and Financial Statistics for REA Borrowers

ARIZONA

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Line No.	Item	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop. Inc. Duncan	ARIZONA-26 Wilton-Mohawk Irr. & Drainage Dist. Wilton	ARIZONA-29 <sup>1</sup> Electrical District No. 2 Coolidge
1	REA LOANS APPROVED 12 31 80	14,770,070	8,876,992	1,195,157	1,350,000	75,000
2	OTHER LOANS APPROVED	3,861,000	936,000	62,000		
3	DISTRIBUTION	15,852,115	8,713,500	924,900	1,217,500	75,000
4	GENERATION & TRANSMISSION	2,575,904	1,012,692	229,157	132,500	
5	OTHER	193,051	86,800	103,100		
6	REA FUNDS ADVANCED	12,309,070	7,094,492	1,195,157	1,350,000	75,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	3,321,200	1,600,453	306,719	371,790	16,879
9	PRINCIPAL DUE & PAID	4,340,871	1,979,463	886,505	812,463	31,813
10	ADVANCE PAYMENTS	37,248			238,786	2,711
11	ASSETS & OTHER DEBITS 12 31 80					
12	UTILITY PLANT IN SERVICE	16,858,967	13,294,662	1,762,160	7,159,142	5,089,447
13	CONSTR WORK IN PROGRESS	895,649	1,259,312	50,178		47,492
14	TOTAL UTILITY PLANT	17,754,616	14,553,974	1,812,338	7,159,142	5,136,939
15	ACCUM PROV DEPREC & AMORT	3,000,609	3,285,253	728,846	2,544,870	1,467,838
16	NET UTILITY PLANT	14,754,007	11,268,721	1,084,292	4,614,272	3,669,401
17	INVEST IN ASSOC ORGANIZATION	1,644,480	443,778	178,722		227,750
18	OTHER PROPERTY & INVESTMENTS	14,162	10,000	700,000	48,980,752	49,495
19	CURRENT & ACCRUED ASSETS	3,877,189	1,882,800	2,092,874	1,989,343	1,662,170
20	DEFERRED DEBITS	24,196	73,225	33,022		
21	TOTAL ASSETS & OTHER DEBITS	20,314,034	13,678,544	4,088,910	55,584,377	5,628,816
22	LIABILITIES & OTHER CREDITS:					
23	MEMBERSHIPS	31,635	55,095	8,660		
24	PATRONAGE CAP & OTHER EDTS	5,964,432	3,171,531	1,964,329	12,999,427	4,561,259
25	TOTAL EQUITY	5,996,267	3,226,626	1,973,009	12,999,427	4,561,259
26	REA LONG TERM DEBT	7,996,894	5,064,517	303,807	334,687	40,677
27	OTHER LONG TERM DEBT	2,284,978	911,352	58,722	39,527,811	554,967
28	CURRENT & ACCRUED LIAB	2,584,141	3,734,701	1,740,554	277,050	428,164
29	DEFERRED CREDITS	1,451,754	741,348	12,818	2,445,392	43,749
30	MISC OPERATING RESERVES					
31	TOTAL LIAB & OTHER CREDITS	20,314,034	13,678,544	4,088,910	55,584,377	5,628,816
32	REVENUES & EXPENSES 1980					
33	OPER REV & PATRONAGE CAPITAL	23,518,562	9,120,081	18,262,903	1,961,572	4,079,164
34	OPERATING DEDUCTIONS TOTAL	22,413,926	8,773,777	17,857,736	1,560,309	3,783,468
35	COST OF POWER	19,681,734	6,799,067	17,485,661	825,610	3,077,036
36	DISTR EXPENSE: OPERATION	363,914	163,784	45,995	81,677	32,129
37	DISTR EXPENSE: MAINTENANCE	471,732	156,870	25,970	73,917	339,683
38	CONSUMER ACCOUNTS	258,094	294,211	44,889	98,078	5,965
39	CUSTOMER SERV & INFO EXP	20,208	55,597	2,208		
40	ADMIN & GENERAL EXPENSE	608,449	444,002	171,630	193,914	182,301
41	SALES EXPENSE					
42	DEPREC & AMORT EXPENSE	449,210	374,967	52,179	210,625	146,354
43	TAX EXPENSE	560,585	485,279	29,214	76,488	
44	UTILITY OPERATING MARGINS	1,104,636	346,304	405,167	401,263	295,696
45	NONOPERATING MARGINS	156,798	18,431	167,165	28,648	181,617
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP CR & PATRONAGE CAP	19,649	10,587	412		
48	INT ON LONG TERM DEBT	489,011	240,013	15,095	6,512	951
49	OTHER DEDUCTIONS	19,341	198,591			
50	NET MARGINS & PATRONAGE CAP	772,731	63,282CR	557,649	423,399	476,362
51	SALES STATISTICS 1980					
52	AVG NUMBER CONSUMERS SERVED					
53	RESOL SERV FARM & NONFARM	6,586	9,887	1,393	1,710	1,434
54	COMMERCIAL & INDUSL SMALL	309	1,046	118	358	185
55	COMMERCIAL & INDUSL LARGE	83	88	5	27	24
56	IRRIGATION	63	75	108	55	483
57	OTHER ELECTRIC SERVICE	2	14	2	543	
58	TO OTHERS FOR RESALE					
59	TOTAL	7,043	11,110	1,626	2,693	2,127
60	MWH SALES:					
61	RESOL SERV FARM & NONFARM	46,104	74,156	9,060	18,711	19,581
62	COMMERCIAL & INDUSL SMALL	5,941	18,018	2,584	7,576	7,417
63	COMMERCIAL & INDUSL LARGE	469,857	48,425	373,104	10,203	16,840
64	IRRIGATION	11,863	5,482	1,675	4,686	125,732
65	OTHER ELECTRIC SERVICE	14	305	118	2,190	
66	TO OTHERS FOR RESALE					
67	TOTAL	593,779	146,386	386,543	43,366	169,570
68	REVENUES & PATRONAGE CAPITAL					
69	RESOL SERV FARM & NONFARM	2,771,218	4,869,153	610,057	777,580	922,841
70	COMMERCIAL & INDUSL SMALL	384,023	1,155,709	160,611	358,263	353,438
71	COMMERCIAL & INDUSL LARGE	19,737,394	2,683,593	17,383,264	459,003	672,978
72	IRRIGATION	584,727	371,535	96,436	167,586	2,117,397
73	OTHER ELECTRIC SERVICE	1,023	16,918	6,758	109,797	
74	TO OTHERS FOR RESALE					
75	TOTAL SALES OF ELEC ENERGY	23,478,381	9,096,908	18,257,126	1,866,229	4,066,654
76	OTHER OPERATING REVENUE	40,181	23,173	5,777	95,343	12,510
77	TOTAL OPERATING REVENUE	23,518,562	9,120,081	18,262,903	1,961,572	4,079,164
78	OTHER STATISTICS 12 31 80					
79	FULL TIME EMPLOYEES	66	46	10	102	20
80	TRANSMISSION MILES	39	82		92	
81	OVERHEAD DISTR MILES	1,157	639	345	403	414
82	UNDERGROUND DISTR MILES	225	26		32	32
83	CONSUMERS SERVED	7,371	11,806	1,641	2,672	2,335
84	CONSUMERS PER MILE	5.19	15.80	4.76	5.07	5.24
85	MWH GENERATED 1980					
86	MWH PURCHASED 1980	546,189	167,404	388,365	47,680	179,045
87	RESOL CONS MTHLY KWH 1980	583	625	542	912	1,138
88	TIMES INTEREST EARNED RATIO	2.58	.74	37.94	66.02	501.91
89	DEBT SERVICE COVERAGE	2.20	1.32	12.44	10.01	7.07
90	DEBT SERVICE PYMTS-REA	563,897	338,658	45,440	63,995	7,206
91	DEBT SERVICE PYMTS-OTHER	213,302	80,518	4,784		84,592
92	TOTAL EQUITY PCT OF ASSETS	29.5	23.6	48.3	23.4	81.0

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1. Items 12 through 92 from 1979 operating report; 1980 data not received by April 15, 1981.

1981

ARIZONA

Loan, Operating, and Financial Statistics for REA Borrowers

ARIZONA

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Line No.	Item	ARIZONA-20 Mohave Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Wilton-Mohawk Irr. & Drainage Dist. Wilton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance
1	REA LOANS APPROVED 12 31 81	14,770,070	12,010,992	1,195,157	1,350,000	9,384,000
2	OTHER LOANS APPROVED	3,861,000	2,350,000	62,000		
3	DISTRIBUTION	15,862,115	13,190,800	924,900	1,217,500	8,409,000
4	GENERATION & TRANSMISSION	2,575,904	1,012,692	229,157	132,500	975,000
5	OTHER	193,051	157,500	103,100		
6	REA FUNDS ADVANCED	13,097,070	10,137,992	1,195,157	1,350,000	2,441,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	3,704,777	1,831,439	320,942	381,081	10,364
9	PRINCIPAL DUE & PAID	4,614,637	2,198,050	927,923	862,382	
10	ADVANCE PAYMENTS	39,146	19,437		243,572	
11	ASSETS & OTHER DEBITS 12 31 81					
12	UTILITY PLANT IN SERVICE	19,032,141	15,242,355	1,988,076	7,555,681	
13	CONSTR WORK IN PROGRESS	989,687	1,494,023	85,307		
14	TOTAL UTILITY PLANT	20,021,828	16,736,378	2,073,383	7,555,681	
15	ACCUM PROV DEPREC & AMORT	3,367,759	3,670,064	787,227	2,781,105	
16	NET UTILITY PLANT	16,654,069	13,066,314	1,286,156	4,774,576	
17	INVEST IN ASSOC ORGANIZATION	1,808,851	582,128	194,408		
18	OTHER PROPERTY & INVESTMENTS	14,472	10,000	1,206,067	51,108,828	
19	CURRENT & ACCRUED ASSETS	5,222,704	2,622,973	2,158,536	2,312,976	
20	DEFERRED DEBITS	33,790	63,387	73,746		
21	TOTAL ASSETS & OTHER DEBITS	23,733,886	16,324,802	4,918,913	58,196,380	
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	33,235	61,860	7,850		
24	PATRONAGE CAP & OTHER ECTS	6,846,704	3,310,462	2,600,760	29,702,108	
25	TOTAL EQUITY	6,879,939	3,372,322	2,608,610	29,702,108	
26	REA LONG TERM DEBT	8,497,624	7,927,415	269,145	276,376	
27	OTHER LONG TERM DEBT	3,775,682	2,319,875	58,031	24,566,334	
28	CURRENT & ACCRUED LIAB	3,069,908	1,832,287	1,888,134	665,087	
29	DEFERRED CREDITS	1,510,733	871,899	94,993	2,986,475	
30	MISC OPERATING RESERVEFS					
31	TOTAL LIAB & OTHER CREDITS	23,733,886	16,324,802	4,918,913	58,196,380	
32	REVENUES & EXPENSES 1981					
33	OPER REV & PATRONAGE CAPITAL	33,978,417	11,705,804	23,765,628	2,376,408	
34	OPERATING DEDUCTIONS TOTAL	32,621,330	11,077,409	23,345,025	1,867,193	
35	COST OF POWER	29,683,655	8,599,926	22,889,377	1,032,820	
36	DISTR EXPENSE OPERATION	508,666	194,169	50,618	103,608	
37	DISTR EXPENSE MAINTENANCE	452,596	179,877	29,688	88,061	
38	CONSUMER ACCOUNTS	341,627	441,489	45,869	118,820	
39	CUSTOMER SERV & INFO EXP	45,409	35,980	3,003		
40	ADMIN & GENERAL EXPENSE	700,446	607,206	210,014	204,117	
41	SALES EXPENSE					
42	DEPREC & AMORT EXPENSE	506,792	424,480	66,163	224,101	
43	TAX EXPENSE	462,139	589,282	49,295	95,666	
44	UTILITY OPERATING MARGINS	1,357,087	628,395	420,603	509,215	
45	NONOPERATING MARGINS	321,375	201,251	288,391	75,167	
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP CH & PATRONAGE CAP	6,991		141		
48	INT ON LONG TERM DEBT	571,218	344,244	13,945	5,433	
49	OTHER DEDUCTIONS	13,451	346,747			
50	NET MARGINS & PATRONAGE CAP	1,100,644	138,655	695,190	578,949	
51	SALES STATISTICS 1981					
52	AVG NUMBER CONSUMERS SERVED					
53	RESOL SERV FARM & NONFARM	7,106	10,794	1,435	1,741	
54	COMMERCIAL & INDUSTRY SMALL	316	1,153	127	369	
55	COMMERCIAL & INDUSTRY LARGE	95	100	5	27	
56	IRRIGATION	64	74	114	59	
57	OTHER ELECTRIC SERVICE	2	14	2	545	
58	TO OTHERS FOR RESALE	2				
59	TOTAL	7,585	12,135	1,683	2,741	
60	MHW SALES					
61	RESOL SERV FARM & NONFARM	49,799	84,519	9,016	19,468	
62	COMMERCIAL & INDUSTRY SMALL	6,258	21,685	2,587	7,731	
63	COMMERCIAL & INDUSTRY LARGE	625,864	55,982	453,252	10,285	
64	IRRIGATION	12,380	6,440	1,913	5,831	
65	OTHER ELECTRIC SERVICE	16	389	121	2,205	
66	TO OTHERS FOR RESALE	1,101				
67	TOTAL	695,418	168,935	466,889	45,620	
68	REVENUES & PATRONAGE CAPITAL					
69	RESOL SERV FARM & NONFARM	3,266,890	6,118,243	690,235	968,037	
70	COMMERCIAL & INDUSTRY SMALL	430,211	1,493,370	184,636	429,634	
71	COMMERCIAL & INDUSTRY LARGE	29,501,053	3,536,533	22,750,101	506,637	
72	IRRIGATION	675,462	499,264	124,206	254,779	
73	OTHER ELECTRIC SERVICE	1,172	17,142	7,899	122,151	
74	TO OTHERS FOR RESALE	60,123				
75	TOTAL SALES OF ELEC ENERGY	33,934,911	11,664,552	23,757,077	2,281,238	
76	OTHER OPERATING REVENUE	43,506	41,252	8,551	95,170	
77	TOTAL OPERATING REVENUE	33,978,417	11,705,804	23,765,628	2,376,408	
78	OTHER STATISTICS 12 31 81					
79	FULL TIME EMPLOYEES	69	53	10	102	
80	TRANSMISSION MILES	39	82		92	
81	OVERHEAD DISTR MILES	1,184	657	348	408	
82	UNDERGROUND DISTR MILES	247	26		33	
83	CONSUMERS SERVED	7,736	12,454	1,721	2,783	
84	CONSUMERS PER MILE	5.26	16.28	4.95	5.22	
85	MHW GENERATED 1981					
86	MHW PURCHASED 1981	706,925	188,076	469,011	51,045	
87	RESOL CONS MTHLY MHW 1981	584	653	524	932	
88	TIMES INTEREST EARNED RATIO	2.93	1.40	50.85	107.56	
89	DEBT SERVICE COVERAGE	2.49	1.70	15.73	12.63	
90	DEBT SERVICE PYMTS-REA	662,588	384,301	44,512	63,995	10,364
91	DEBT SERVICE PYMTS-OTHER	213,301	149,822	4,785		
92	TOTAL EQUITY PCT OF ASSETS	29.0	20.7	53.0	51.0	

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1982

## ARIZONA

## Loan, Operating, and Financial Statistics for REA Borrowers

## ARIZONA

9

Line No.	Item	ARIZONA-20 Trio Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Wetzel-Mohawk Irr. & Drainage Dis. Wellton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance
1	REA LOANS APPROVED 12 31 82	14,770,070	12,010,992	1,195,157	1,350,000	9,384,000
2	OTHER LOANS APPROVED	3,861,000	2,350,000	62,000		
3	DISTRIBUTION	17,126,115	13,190,800	924,900	1,217,500	8,409,000
4	GENERATION & TRANSMISSION	1,311,904	1,012,692	229,157	132,500	975,000
5	OTHER	193,051	157,500	103,100		
6	REA FUNDS ADVANCED	13,822,070	11,535,992	1,195,157	1,350,000	5,235,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	4,083,409	2,153,577	331,304	389,277	71,872
9	PRINCIPAL DUE & PAID	4,886,538	2,374,252	956,624	913,296	
10	ADVANCE PAYMENTS	41,142	25,349		216,460	
11	ASSETS & OTHER DEBITS 12 31 82					
12	UTILITY PLANT IN SERVICE	20,846,087	17,478,987	2,317,485	7,894,390	37,114,467
13	CONSTR WORK IN PROGRESS	562,213	769,225	6,130		1,582,300
14	TOTAL UTILITY PLANT	21,408,300	18,248,212	2,323,615	7,894,390	38,696,767
15	ACCUM PROV DEPREC & AMORT	3,864,858	4,137,035	842,898	3,016,267	10,265,333
16	NET UTILITY PLANT	17,543,442	14,111,177	1,480,717	4,878,123	28,431,434
17	INVEST IN ASSOC ORGANIZATION	1,884,109	624,236	209,815		10,470,726
18	OTHER PROPERTY & INVESTMENTS	488	10,000	68,324	54,480,409	324,862
19	CURRENT & ACCRUED ASSETS	5,973,608	2,875,917	3,354,724	2,344,269	6,015,502
20	DEFERRED DEBITS	216,086	68,851	97,007		1,421,423
21	TOTAL ASSETS & OTHER DEBITS	25,647,733	17,690,181	5,212,587	61,702,801	46,663,947
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	35,260	62,555	6,440		
24	PATRONAGE CAP & OTHER EQTS	7,662,876	3,522,671	2,966,897	31,186,881	35,823,279
25	TOTAL EQUITY	7,698,136	3,585,226	2,973,337	31,186,881	35,823,279
26	REA LONG TERM DEBT	8,937,890	9,141,660	239,201	1,095,474	10,584,021
27	OTHER LONG TERM DEBT	3,752,879	2,308,593	57,290	26,024,898	1,358,998
28	CURRENT & ACCRUED LIAB	3,667,683	1,816,344	1,891,962	703,115	2,846,646
29	DEFERRED CREDITS	1,591,145	838,358	90,797	3,538,779	1,400,024
30	MISC OPERATING RESERVES					
31	TOTAL LIAB & OTHER CREDITS	25,647,733	17,690,181	5,212,587	61,702,801	46,663,947
32	REVENUES & EXPENSES 1982					
33	OPER REV & PATRONAGE CAPITAL	40,065,342	13,518,686	21,222,793	2,479,557	19,977,488
34	OPERATING DEDUCTIONS TOTAL	38,502,301	13,233,970	21,028,234	2,012,128	16,762,796
35	COST OF POWER	35,223,939	10,439,248	20,510,599	1,095,474	10,584,021
36	DISTR EXPENSE OPERATION	493,149	174,778	65,854	125,195	2,096,620
37	DISTR EXPENSE MAINTENANCE	424,215	257,567	36,288	129,869	
38	CONSUMER ACCOUNTS	306,667	53,029	56,637	123,978	924,408
39	CUSTOMER SERV & INFO EXP	44,300	46,012	3,912		
40	ADMIN & GENERAL EXPENSE	857,750	691,897	230,921	192,084	2,030,972
41	SALES EXPENSE					
42	DEPREC & AMORT EXPENSE	574,403	508,110	76,219	247,246	1,126,775
43	TAX EXPENSE	497,178	583,329	47,804	98,282	
44	UTILITY OPERATING MARGINS	1,563,041	284,716	194,559	467,429	3,214,692
45	NONOPERATING MARGINS	255,266	178,425	263,294	105,261	27,662CR
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP CR & PATRONAGE CAP	534	6,499			
48	INT ON LONG TERM DEBT	742,479	554,648	14,725	4,493	181,346
49	OTHER DEDUCTIONS	15,129	12,423	12,163		
50	NET MARGINS & PATRONAGE CAP	1,061,233	97,431CR	430,965	568,197	3,005,684
51	SALES STATISTICS 1982					
52	AVG NUMBER CONSUMERS SERVED					
53	RESDL SERV FARM & NONFARM	7,449	11,455	1,465	1,775	16,382
54	COMMERCIAL & INDUSTL SMALL	311	1,227	135	361	2,127
55	COMMERCIAL & INDUSTL LARGE	102	105	7	28	5
56	IRRIGATION	61	68	113	67	1
57	OTHER ELECTRIC SERVICE	2	14	2	545	
58	TO OTHERS FOR RESALE	1				
59	TOTAL	7,926	12,869	1,722	2,776	18,513
60	MWH SALES					
61	RESDL SERV FARM & NONFARM	52,081	83,353	9,181	18,382	71,398
62	COMMERCIAL & INDUSTL SMALL	6,938	22,763	2,601	7,443	108,675
63	COMMERCIAL & INDUSTL LARGE	564,979	52,559	279,071	10,715	287,133
64	IRRIGATION	10,998	9,755	1,537	5,351	705
65	OTHER ELECTRIC SERVICE	15	311	115	2,109	
66	TO OTHERS FOR RESALE	1,729				
67	TOTAL	636,340	164,741	292,505	44,000	467,911
68	REVENUES & PATRONAGE CAPITAL					
69	RESDL SERV FARM & NONFARM	4,631,895	7,505,324	829,476	998,655	3,423,921
70	COMMERCIAL & INDUSTL SMALL	531,595	1,704,744	221,009	440,551	5,692,130
71	COMMERCIAL & INDUSTL LARGE	34,011,310	3,773,401	20,018,364	566,688	10,052,106
72	IRRIGATION	742,405	464,063	128,734	257,847	36,344
73	OTHER ELECTRIC SERVICE	1,339	18,423	9,014	125,048	
74	TO OTHERS FOR RESALE	104,829				
75	TOTAL SALES OF ELEC ENERGY	40,023,373	13,465,955	21,206,597	2,388,789	19,204,501
76	OTHER OPERATING REVENUE	41,969	52,731	16,196	90,768	772,987
77	TOTAL OPERATING REVENUE	40,065,342	13,518,686	21,222,793	2,479,557	19,977,488
78	OTHER STATISTICS 12 31 82					
79	FULL TIME EMPLOYEES	71	53	9	21	153
80	TRANSMISSION MILES	39	82		92	463
81	OVERHEAD DISTR MILES	1,190	724	354	417	2,612
82	UNDERGROUND DISTR MILES	261	28	2	34	13
83	CONSUMERS SERVED	8,215	13,178	1,727	2,794	19,024
84	CONSUMERS PER MILE	5.51	15.80	4.85	5.15	6.16
85	MWH GENERATED 1982					
86	MWH PURCHASED 1982	647,468	177,735	294,459	49,305	504,197
87	RESOL CONS MTHLY KWH 1982	583	606	522	863	363
88	TINES INTEREST EARNED RATIO	2.43	.82	30.27	127.46	17.57
89	DEBT SERVICE COVERAGE	2.27	1.29	11.90	12.81	6.90
90	DEBT SERVICE PYMTS-REA	648,989	503,643	39,064	63,995	61,508
91	DEBT SERVICE PYMTS-OTHER	400,925	246,449	4,784		563,917
92	TOTAL EQUITY PCT OF ASSETS	30.0	20.3	57.0	50.5	76.8

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1983

## ARIZONA

## Loan, Operating, and Financial Statistics for REA Borrowers

## ARIZONA

9

Line No.	Item	ARIZONA-20 Trio Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Welton-Mohawk Irr. & Drainage Dist. Welton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance
1	REA LOANS APPROVED 12 31 83	14,770,070	14,274,992	1,195,157	1,350,000	9,384,000
2	OTHER LOANS APPROVED	3,861,000	3,371,000	62,000		
3	DISTRIBUTION	17,126,115	16,089,350	924,900	1,217,500	8,409,000
4	GENERATION & TRANSMISSION	1,311,904	1,348,092	229,157	132,500	975,000
5	OTHER	193,051	208,550	103,100		
6	REA FUNDS ADVANCED	14,770,070	11,960,992	1,195,157	1,350,000	6,700,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	4,528,053	2,495,834	340,431	397,304	212,766
9	PRINCIPAL DUE & PAID	5,162,292	2,559,577	968,477	965,234	
10	ADVANCE PAYMENTS	43,238	26,641		156,495	
11	ASSETS & OTHER DEBITS 12 31 83					
12	UTILITY PLANT IN SERVICE	22,014,243	19,161,748	2,940,576	7,952,472	43,590,102
13	CONSTR WORK IN PROGRESS	461,405	339,630	28,627		1,514,661
14	TOTAL UTILITY PLANT	22,475,648	19,501,378	2,969,203	7,952,472	45,104,763
15	ACCUM PROV DEPREC & AMORT	4,363,653	4,629,833	872,442	3,226,210	11,471,918
16	NET UTILITY PLANT	18,111,995	14,871,545	2,096,761	4,726,262	33,632,845
17	INVEST IN ASSOC ORGANIZATION	1,994,773	692,412	223,986		12,886,365
18	OTHER PROPERTY & INVESTMENTS	39,787	10,000	93,953	55,353,112	1,143,852
19	CURRENT & ACCRUED ASSETS	4,869,935	3,082,801	3,065,580	2,525,953	6,870,613
20	DEFERRED DEBITS	194,298	56,638	82,737		605,843
21	TOTAL ASSETS & OTHER DEBITS	25,210,788	18,713,396	5,563,017	62,605,327	55,139,518
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	37,355	65,481	6,865		
24	PATRONAGE CAP & OTHER EQTS	8,005,936	4,486,757	3,233,098	32,420,943	41,415,287
25	TOTAL EQUITY	8,043,291	4,552,238	3,239,963	32,420,943	41,415,287
26	REA LONG TERM DEBT	9,598,187	9,377,380	226,828	253,875	6,700,000
27	OTHER LONG TERM DEBT	3,730,664	2,293,341	56,495	26,476,806	889,389
28	CURRENT & ACCRUED LIAB	2,261,970	1,572,910	1,998,543	384,596	3,214,550
29	DEFERRED CREDITS	1,512,507	917,527	41,188	3,069,107	2,920,292
30	MISC OPERATING RESERVES	64,169				
31	TOTAL LIAB & OTHER CREDITS	25,210,788	18,713,396	5,563,017	62,605,327	55,139,518
32	REVENUES & EXPENSES 1983					
33	OPER REV & PATRONAGE CAPITAL	27,285,388	16,085,004	22,036,111	2,487,811	20,458,028
34	OPERATING DEDUCTIONS TOTAL	26,271,641	14,741,549	21,894,980	1,914,694	17,381,131
35	COST OF POWER	23,163,355	11,781,570	21,359,279	1,020,928	10,928,132
36	DISTR EXPENSE OPERATION	478,831	220,433	70,207	159,077	2,104,103
37	DISTR EXPENSE MAINTENANCE	433,134	246,237	32,373	135,845	
38	CONSUMER ACCOUNTS	304,360	624,415	56,905	124,390	1,020,179
39	CUSTOMER SERV & INFO EXP	34,561	53,355	4,183		
40	ADMIN & GENERAL EXPENSE	774,302	746,214	228,918	117,213	2,261,317
41	SALES EXPENSE					
42	DEPREC & AMORT EXPENSE	617,931	540,620	90,680	258,831	1,067,400
43	TAX EXPENSE	465,167	528,705	52,435	98,410	
44	UTILITY OPERATING MARGINS	1,013,747	1,343,455	141,131	573,117	3,076,897
45	NONOPERATING MARGINS	308,171	189,751	163,358	133,140	614,440CR
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP CR & PATRONAGE CAP	24,750	13,193	225		
48	INT ON LONG TERM DEBT - NET	830,558	578,637	12,595	4,485	253,367
49	OTHER DEDUCTIONS	10,408	24,166	475		36,793
50	NET MARGINS & PATRONAGE CAP	505,702	943,596	291,644	701,772	2,172,297
51	SALES STATISTICS 1983					
52	AVG NUMBER CONSUMERS SERVED					
53	RESOL SERV FARM & NONFARM	7,853	12,177	1,510	1,805	17,072
54	COMMERCIAL & INDUSTL SMALL	416	1,261	145	389	2,197
55	COMMERCIAL & INDUSTL LARGE	7	109	1	1	5
56	IRRIGATION	54	65	106	67	1
57	OTHER ELECTRIC SERVICE	2	15	2	539	
58	TO OTHERS FOR RESALE	1				
59	TOTAL	8,333	13,627	1,764	2,801	19,275
60	MWH SALES					
61	RESOL SERV FARM & NONFARM	59,186	85,934	9,261	19,272	73,790
62	COMMERCIAL & INDUSTL SMALL	29,675	24,052	3,408	13,228	115,171
63	COMMERCIAL & INDUSTL LARGE	276,996	59,075	225,857	4,966	256,925
64	IRRIGATION	3,913	4,854	660	4,387	818
65	OTHER ELECTRIC SERVICE	16	312	101	2,192	
66	TO OTHERS FOR RESALE	1,903				
67	TOTAL	371,689	174,227	239,287	44,046	446,704
68	REVENUES & PATRONAGE CAPITAL					
69	RESOL SERV FARM & NONFARM	4,345,895	8,787,942	904,934	1,026,828	3,647,246
70	COMMERCIAL & INDUSTL SMALL	2,177,688	2,183,849	301,860	780,262	6,129,550
71	COMMERCIAL & INDUSTL LARGE	20,279,036	4,481,735	20,738,174	228,815	10,019,737
72	IRRIGATION	283,880	457,740	72,086	218,419	40,794
73	OTHER ELECTRIC SERVICE	1,178	21,144	8,704	130,779	
74	TO OTHERS FOR RESALE	132,739				
75	TOTAL SALES OF ELEC ENERGY	27,220,416	15,932,410	22,025,758	2,385,103	19,837,327
76	OTHER OPERATING REVENUE	64,972	152,594	10,353	102,708	620,700
77	TOTAL OPERATING REVENUE	27,285,388	16,085,004	22,036,111	2,487,811	20,458,027
78	OTHER STATISTICS 12 31 83					
79	FULL TIME EMPLOYEES	55	55	9	21	166
80	TRANSMISSION MILES	39	82		92	463
81	OVERHEAD DISTR MILES	1,202	738	354	423	2,756
82	UNDERGROUND DISTR MILES	281	29	2	35	17
83	CONSUMERS SERVED	8,513	14,018	1,819	2,794	19,658
84	CONSUMERS PER MILE	5.59	16.51	5.11	5.08	6.07
85	MWH GENERATED 1983	377,740	182,531	241,089	49,348	486,740
86	MWH PURCHASED 1983					
87	RESOL CONS MTHLY MWH 1983	628	588	511	890	360
88	TIMES INTEREST EARNED RATIO	1.61	2.63	24.16	157.47	9.57
89	DEBT SERVICE COVERAGE	1.71	2.65	15.44	15.08	4.62
90	DEBT SERVICE PYMTS-REA	722,488	528,873	20,601	63,995	140,893
91	DEBT SERVICE PYMTS-OTHER	418,884	249,148	4,784		615,100
92	TOTAL EQUITY PCT OF ASSETS	31.9	24.3	58.2	51.8	75.1

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

## ARIZONA

## Loan, Operating, and Financial Statistics for REA Borrowers

## ARIZONA

1984

9

Line No.	Item	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Wellton-Mohawk Irr. & Drainage Dist. Wellton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance
1	REA LOANS APPROVED 12 31 84	14,770,070	14,274,992	1,195,157	1,350,000	9,384,000
2	OTHER LOANS APPROVED	3,661,000	3,371,000	52,000		
3	DISTRIBUTION	17,126,115	16,089,350	924,900	1,217,500	8,409,000
4	GENERATION & TRANSMISSION	1,311,904	1,348,092	229,157	132,500	975,000
5	OTHER	193,051	208,550	103,100		
6	REA FUNDS ADVANCED	14,770,070	13,142,992	1,195,157	1,350,000	9,384,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	4,964,260	2,871,998	348,803	405,496	415,536
9	PRINCIPAL DUE & PAID	5,453,521	2,793,191	977,149	1,018,209	146,488
10	ADVANCE PAYMENTS	45,442	27,997		95,327	
11	ASSETS & OTHER DEBITS 12 31 84					
12	UTILITY PLANT IN SERVICE	23,400,755	20,771,599	3,064,627	8,620,106	48,754,062
13	CONSTR WORK IN PROGRESS	395,256	1,090,925	4,672		1,685,900
14	TOTAL UTILITY PLANT	23,796,011	21,862,524	3,069,299	8,620,106	50,439,962
15	ACCUM PROV DEPREC & AMORT	4,879,136	5,156,057	972,330	3,508,904	12,743,108
16	NET UTILITY PLANT	18,916,875	16,706,477	2,096,969	5,111,202	37,696,854
17	INVEST IN ASSOC ORGANIZATION	2,115,830	808,767	237,715		13,863,119
18	OTHER PROPERTY & INVESTMENTS	42,670	10,000	80,990	56,679,658	1,268,948
19	CURRENT & ACCRUED ASSETS	3,289,878	4,736,166	4,425,060	2,785,381	5,322,410
20	DEFERRED DEBITS	165,803	96,147	92,921		854,681
21	TOTAL ASSETS & OTHER DEBITS	24,531,056	22,357,557	6,933,655	64,576,241	59,006,040
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	40,280	71,360	6,745		
24	PATRONAGE CAP & OTHER EQTS	7,737,555	5,608,075	3,569,583	34,300,074	43,679,826
25	TOTAL EQUITY	7,777,835	5,679,435	3,576,328	34,300,074	43,679,826
26	REA LONG TERM DEBT	9,297,810	10,324,329	218,126	258,779	9,237,271
27	OTHER LONG TERM DEBT	3,706,263	3,250,375	55,644	26,487,393	431,128
28	CURRENT & ACCRUED LIAB	1,999,300	806,875	3,031,374	464,221	4,831,578
29	DEFERRED CREDITS	1,671,677	2,296,543	52,183	3,065,774	826,237
30	MISC OPERATING RESERVES	78,171				
31	TOTAL LIAB & OTHER CREDITS	24,531,056	22,357,557	6,933,655	64,576,241	59,006,040
32	REVENUES & EXPENSES 1984					
33	OPER REV & PATRONAGE CAPITAL	22,446,574	19,398,531	33,488,271	2,856,757	22,164,298
34	OPERATING DEDUCTIONS TOTAL	22,111,939	17,730,332	33,224,487	2,119,324	19,615,294
35	COST OF POWER	19,045,172	14,350,006	32,613,588	1,120,651	12,413,609
36	DISTR EXPENSE OPERATION	448,940	244,373	94,386	169,621	2,169,196
37	DISTR EXPENSE MAINTENANCE	386,213	275,953	39,620	138,926	382,799
38	CONSUMER ACCOUNTS	284,719	657,621	58,403	142,837	1,176,285
39	CUSTOMER SERV & INFO EXP	26,572	48,472	4,189		
40	ADMIN & GENERAL EXPENSE	790,452	861,770	230,141	134,203	2,345,289
41	SALES EXPENSE					
42	DEPREC & AMORT EXPENSE	657,549	605,007	123,863	275,820	1,128,116
43	TAX EXPENSE	472,322	687,730	60,207	137,266	
44	UTILITY OPERATING MARGINS	334,635	1,667,599	263,784	737,433	2,549,004
45	NONOPERATING MARGINS	278,222	302,811	204,036	154,210	2,396,638
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP CR & PATRONAGE CAP	48,998	29,657	489		
48	INT ON LONG TERM DEBT - NET	823,745	648,243	12,275	4,651	260,781
49	OTHER DEDUCTIONS	90,152	62,368	3,552		56,838
50	NET MARGINS & PATRONAGE CAP	252,042CR	1,289,456	452,482	886,992	2,228,989
51	SALES STATISTICS 1984					
52	AVG NUMBER CONSUMERS SERVED					
53	RESOL SERV FARM & NONFARM	8,334	13,152	1,563	1,830	14,005
54	COMMERCIAL & INDUSTL SMALL	428	1,344	146	392	2,238
55	COMMERCIAL & INDUSTL LARGE	8	115	1	1	5
56	IRRIGATION	52	58	106	65	19
57	OTHER ELECTRIC SERVICE	2	15	2	557	333
58	TO OTHERS FOR RESALE	1				
59	TOTAL	8,825	14,684	1,818	2,845	16,600
60	MWH SALES					
61	RESOL SERV FARM & NONFARM	59,786	98,183	9,636	19,242	76,814
62	COMMERCIAL & INDUSTL SMALL	26,083	27,060	3,974	13,630	138,785
63	COMMERCIAL & INDUSTL LARGE	192,532	62,390	466,796	6,665	247,346
64	IRRIGATION	5,236	4,589	963	5,227	884
65	OTHER ELECTRIC SERVICE	26	319	101	3,348	10,323
66	TO OTHERS FOR RESALE	2,053				
67	TOTAL	285,716	192,541	481,470	48,112	474,152
68	REVENUES & PATRONAGE CAPITAL					
69	RESOL SERV FARM & NONFARM	5,396,544	10,521,341	986,358	1,059,781	3,930,678
70	COMMERCIAL & INDUSTL SMALL	2,428,791	2,685,567	380,628	857,058	7,488,631
71	COMMERCIAL & INDUSTL LARGE	13,973,973	5,446,353	32,003,834	325,245	9,863,788
72	IRRIGATION	425,287	499,369	96,763	267,966	50,026
73	OTHER ELECTRIC SERVICE	2,475	21,909	9,237	207,010	605,481
74	TO OTHERS FOR RESALE	168,109				
75	TOTAL SALES OF ELEC ENERGY	22,395,179	19,174,539	33,476,820	2,727,060	21,938,604
76	OTHER OPERATING REVENUE	51,395	223,992	11,450	129,697	225,694
77	TOTAL OPERATING REVENUE	22,446,574	19,398,531	33,488,270	2,856,757	22,164,298
78	OTHER STATISTICS 12 31 84					
79	FULL TIME EMPLOYEES	60	67	9	21	167
80	TRANSMISSION MILES	39	82		92	472
81	OVERHEAD DISTR MILES	1,218	751	375	435	3,121
82	UNDERGROUND DISTR MILES	301	33	2	38	18
83	CONSUMERS SERVED	9,089	15,240	1,803	2,872	17,127
84	CONSUMERS PER MILE	5.83	17.60	4.78	5.08	4.74
85	MWH GENERATED 1984					
86	MWH PURCHASED 1984	296,447	208,745	483,367	53,903	522,990
87	RESOL CONS MTHLY KWH 1984	598	622	514	876	457
88	TIMES INTEREST EARNED RATIO	1.07	2.99	37.86	191.71	9.55
89	DEBT SERVICE COVERAGE	1.07	2.81	26.96	18.24	4.11
90	DEBT SERVICE PYMTS-REA	729,628	611,125	17,044	63,995	349,259
91	DEBT SERVICE PYMTS-OTHER	418,685	293,646	4,785		530,261
92	TOTAL EQUITY PCT OF ASSETS	31.7	25.4	51.6	53.1	74.0

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1985

## ARIZONA

## Loan, Operating, and Financial Statistics for REA Borrowers

ARIZONA 9

Line No.	Item	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 <sup>1</sup> Wilton-Mohawk Irr. & Drainage Dist. Wilton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance
1	REA LOANS APPROVED 12 31 85	17,894,070	14,274,992	1,195,157	1,350,000	9,384,000
2	OTHER LOANS APPROVED	5,241,412	3,371,000	62,000		
3	DISTRIBUTION	21,589,115	16,089,350	924,900	1,217,500	8,409,000
4	GENERATION & TRANSMISSION	1,311,904	1,348,092	229,157	132,500	975,000
5	OTHER	234,463	208,550	103,100		
6	REA FUNDS ADVANCED	14,770,070	13,142,992	1,195,157	1,350,000	9,384,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	5,389,865	3,266,785	356,918	413,846	695,240
9	PRINCIPAL DUE & PAID	5,745,515	3,035,766	986,079	1,072,260	296,133
10	ADVANCE PAYMENTS	47,760	29,415		32,926	
11	ASSETS & OTHER DEBITS 12 31 85					
12	UTILITY PLANT IN SERVICE	24,220,366	23,920,111	3,139,600	9,181,435	52,038,283
13	CONSTR WORK IN PROGRESS	798,359	762,255	3,152CR		1,013,348
14	TOTAL UTILITY PLANT	25,018,725	24,682,366	3,136,448	9,181,435	53,051,631
15	ACCUM DEPR DEPREC & AMORT	5,340,535	5,706,612	1,050,854	3,773,819	14,435,968
16	NET UTILITY PLANT	19,678,190	18,975,754	2,085,594	5,407,616	38,615,663
17	INVEST IN ASSOC ORGANIZATION	2,136,952	885,465	235,656		16,187,581
18	OTHER PROPERTY & INVESTMENTS	46,757	10,000	73,074	58,349,752	1,319,437
19	CURRENT & ACCRUED ASSETS	3,845,677	2,724,178	5,379,578	2,709,539	6,758,563
20	DEFERRED DEBITS	52,658	148,885	78,946		1,700,350
21	TOTAL ASSETS & OTHER DEBITS	25,760,234	22,744,282	7,852,848	66,466,907	64,591,594
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	43,710	75,041	6,720		
24	PATRONAGE CAP & OTHER EOTS	8,855,945	6,037,907	3,985,758	35,813,772	47,952,947
25	TOTAL EQUITY	8,899,655	6,112,948	3,992,478	35,813,772	47,952,947
26	REA LONG TERM DEBT	8,997,165	10,079,530	209,165	263,875	9,087,875
27	OTHER LONG TERM DEBT	3,682,351	3,233,931	54,731	26,484,797	136,752
28	CURRENT & ACCRUED LIAB	2,352,943	679,310	3,534,832	553,223	6,482,838
29	DEFERRED CREDITS	1,735,949	2,638,563	61,642	3,351,240	931,182
30	MISC OPERATING RESERVES	92,171				
31	TOTAL LIAB & OTHER CREDITS	25,760,234	22,744,282	7,852,848	66,466,907	64,591,594
32	REVENUES & EXPENSES 1985					
33	OPER REV & PATRONAGE CAPITAL	19,844,146	20,901,386	36,869,102	3,009,620	26,062,470
34	OPERATING DEDUCTIONS TOTAL	18,170,273	19,707,082	36,540,974	2,321,837	24,030,093
35	COST OF POWER	15,012,935	15,822,621	35,955,065	1,173,105	16,610,128
36	DISTR EXPENSE OPERATION	445,324	283,767	102,017	181,911	1,496,947
37	DISTR EXPENSE MAINTENANCE	389,736	452,244	33,613	192,054	681,364
38	CONSUMER ACCOUNTS	274,735	664,520	56,061	150,481	1,193,009
39	CUSTOMER SERV & INFO EXP	33,316	81,066	1,875		
40	ADMIN & GENERAL EXPENSE	871,238	1,066,978	219,620	193,104	2,670,131
41	SALES EXPENSE					
42	DEPREC & AMORT EXPENSE	682,571	688,528	123,200	285,445	1,378,515
43	TAX EXPENSE	460,418	647,358	49,523	145,737	
44	UTILITY OPERATING MARGINS	1,673,873	1,194,304	328,128	687,783	2,032,377
45	NONOPERATING MARGINS	244,564	244,259	205,812	239,044	81,981CR
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP CR & PATRONAGE CAP	49,244	39,733	478		
48	INT ON LONG TERM DEBT - NET	832,602	749,644	11,955	4,809	307,715
49	OTHER DEDUCTIONS	12,583	48,986	3,339CR		38,873
50	NET MARGINS & PATRONAGE CAP	1,122,496	679,666	525,802	922,018	1,603,808
51	SALES STATISTICS 1985					
52	AVG NUMBER CONSUMERS SERVED					
53	RESOL SERV FARM & NONFARM	8,948	14,174	1,552	1,876	14,764
54	COMMERCIAL & INDUSTL SMALL	433	1,445	146	399	2,310
55	COMMERCIAL & INDUSTL LARGE	8	126	1	1	5
56	IRRIGATION	49	50	100	64	37
57	OTHER ELECTRIC SERVICE	2	16	2	543	349
58	TO OTHERS FOR RESALE					
59	TOTAL	9,441	15,811	1,801	2,883	17,465
60	MWH SALES					
61	RESOL SERV FARM & NONFARM	65,370	103,641	9,481	20,087	76,741
62	COMMERCIAL & INDUSTL SMALL	25,074	29,324	3,406	13,832	146,865
63	COMMERCIAL & INDUSTL LARGE	113,865	78,566	620,922	5,278	220,766
64	IRRIGATION	5,964	3,781	786	4,598	1,155
65	OTHER ELECTRIC SERVICE	26	324	103	3,361	10,003
66	TO OTHERS FOR RESALE					
67	TOTAL	212,401	215,636	634,698	47,156	455,530
68	REVENUES & PATRONAGE CAPITAL					
69	RESOL SERV FARM & NONFARM	6,438,804	10,995,920	920,179	1,198,505	4,668,087
70	COMMERCIAL & INDUSTL SMALL	2,668,003	2,743,881	312,721	948,043	9,465,157
71	COMMERCIAL & INDUSTL LARGE	9,988,072	6,492,772	35,479,245	278,769	11,072,118
72	IRRIGATION	520,346	398,918	74,256	250,733	84,509
73	OTHER ELECTRIC SERVICE	2,681	22,265	8,779	217,142	672,247
74	TO OTHERS FOR RESALE	167,997				
75	TOTAL SALES OF ELEC ENERGY	19,785,903	20,653,756	36,795,180	2,893,192	25,962,038
76	OTHER OPERATING REVENUE	58,243	247,630	73,922	116,428	100,432
77	TOTAL OPERATING REVENUE	19,844,146	20,901,386	36,869,102	3,009,620	26,062,470
78	OTHER STATISTICS 12 31 85					
79	FULL TIME EMPLOYEES	57	76	9	22	95
80	TRANSMISSION MILES	39	84		113	472
81	OVERHEAD DISTR MILES	1,237	764	378	440	3,220
82	UNDERGROUND DISTR MILES	319	48	2	40	19
83	CONSUMERS SERVED	9,710	16,332	1,807	2,882	17,729
84	CONSUMERS PER MILE	6.09	18.23	4.76	4.86	4.78
85	MWH GENERATED 1985					
86	MWH PURCHASED 1985	224,519	233,741	636,441	52,837	482,366
87	RESOL CONS MTHLY KWH 1985	609	609	509	892	433
88	TIMES INTEREST EARNED RATIO	2.35	1.91	44.98	192.73	6.21
89	DEBT SERVICE COVERAGE	2.26	2.17	30.28	18.21	4.10
90	DEBT SERVICE PYMTS-REA	716,853	638,775	17,044	63,995	429,349
91	DEBT SERVICE PYMTS-OTHER	437,240	366,421	4,784	2,582	372,158
92	TOTAL EQUITY PCT OF ASSETS	34.5	26.9	50.8	53.9	74.2

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1. Items 12 through 92 from 1984 operating report; 1985 data not received by April 15, 1986.

1986

## Loan, Operating, and Financial Statistics for REA Borrowers

ARIZONA

ARIZONA

Line No.	Item	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Wellton-Mohawk Irr. & Drainage Dist. Wellton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance
1	REA LOANS APPROVED 12 31 86	17,894,070	21,302,992	1,195,157	1,350,000	13,907,000
2	OTHER LOANS APPROVED	5,241,412	6,541,526	62,000		2,019,790
3	DISTRIBUTION	21,589,115	25,363,580	924,900	1,217,500	14,891,430
4	GENERATION & TRANSMISSION	1,311,904	2,113,862	229,157	132,500	954,560
5	OTHER	234,463	367,076	103,100		80,780
6	REA FUNDS ADVANCED	16,332,070	14,190,992	1,195,157	1,350,000	11,645,500
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	5,851,544	3,703,072	364,768	422,368	982,389
9	PRINCIPAL DUE & PAID	6,019,469	3,294,805	995,273	1,127,393	448,947
10	ADVANCE PAYMENTS		30,903		1,269	
11	ASSETS & OTHER DEBITS 12 31 86					
12	UTILITY PLANT IN SERVICE	25,789,547	26,046,049	3,210,588	9,648,392	58,668,012
13	CONSTR WORK IN PROGRESS	1,196,017	1,017,352	1,731		1,534,681
14	TOTAL UTILITY PLANT	26,985,564	27,063,401	3,212,319	9,648,392	60,202,693
15	ACCUMULATED DEPRECIATION & AMORT	5,915,191	6,316,532	1,138,970	4,006,506	16,790,487
16	NET UTILITY PLANT	21,070,373	20,746,869	2,073,349	5,641,786	43,412,186
17	INVEST IN ASSOC ORGANIZATION	2,198,727	908,816	235,616		845,166
18	OTHER PROPERTY & INVESTMENTS	51,516	20,000	65,158	58,487,400	1,548,931
19	CURRENT & ACCRUED ASSETS	10,713,837	2,945,485	5,312,178	3,031,534	8,922,518
20	DEFERRED DEBITS	129,355	110,071	90,673		1,489,736
21	TOTAL ASSETS & OTHER DEBITS	34,163,808	24,731,221	7,776,874	67,160,720	56,218,537
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	46,775	76,955	6,675		
24	PATRONAGE CAP & OTHER EQTS	8,952,487	6,694,912	4,366,951	38,967,894	39,329,889
25	TOTAL EQUITY	8,999,262	6,771,867	4,373,626	38,967,894	39,329,889
26	REA LONG TERM DEBT	10,328,364	10,866,527	199,941	236,976	11,196,502
27	OTHER LONG TERM DEBT	4,314,146	3,216,509	53,752	23,594,457	112,554
28	CURRENT & ACCRUED LIAB	3,354,010	940,728	3,138,142	1,014,382	4,803,187
29	DEFERRED CREDITS	7,061,856	2,935,590	11,513	3,347,211	776,425
30	MISC OPERATING RESERVES	106,171				
31	TOTAL LIAB & OTHER CREDITS	34,163,808	24,731,221	7,776,874	67,160,720	56,218,537
32	REVENUES & EXPENSES 1986					
33	OPER REV & PATRONAGE CAPITAL	13,478,736	20,354,912	35,243,517	2,985,992	26,920,950
34	OPERATING DEDUCTIONS TOTAL	11,612,694	18,947,081	34,916,424	2,292,034	24,780,781
35	COST OF POWER	7,954,298	15,109,746	34,319,100	1,126,986	16,416,171
36	DISTR EXPENSE OPERATION	507,045	271,590	105,282	188,936	1,785,519
37	DISTR EXPENSE MAINTENANCE	341,220	367,026	30,059	169,548	534,106
38	CONSUMER ACCOUNTS	244,016	649,426	56,994	149,300	1,188,192
39	CUSTOMER SERV & INFO EXP	38,930	69,297	2,027		
40	ADMIN & GENERAL EXPENSE	941,408	1,074,462	232,663	218,086	3,259,911
41	SALES EXPENSE					
42	DEPRECIATION & AMORT EXPENSE	725,553	750,091	125,891	298,268	1,496,882
43	AX EXPENSE	860,227	655,444	44,408	142,910	
44	UTILITY OPERATING MARGINS	1,866,042	1,407,691	327,093	693,958	2,140,169
45	NONOPERATING MARGINS	1,115,385 CR	209,650	195,919	302,236	42,474 CR
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP OR & PATRONAGE CAP	39,881	33,938	371		
48	INT ON LONG TERM DEBT - NET	836,580	808,864	11,625	4,820	307,988
49	OTHER DEDUCTIONS	38,754	45,167	993		10,801
50	NET MARGINS & PATRONAGE CAP	84,796 CR	797,388	510,765	991,374	1,778,926
51	SALES STATISTICS 1986					
52	AVG NUMBER CONSUMERS SERVED					
53	RESOL SERV FARM & NONFARM	9,586	15,206	1,561	1,904	15,471
54	COMMERCIAL & INDUSTL SMALL	444	1,556	145	404	2,426
55	COMMERCIAL & INDUSTL LARGE	4	133	1	1	5
56	IRRIGATION	45	49	94	67	35
57	OTHER ELECTRIC SERVICE	2	16	2	532	388
58	TO OTHERS FOR RESALE					
59	TOTAL	10,082	16,960	1,804	2,908	18,325
60	MWH SALES					
61	RESOL SERV FARM & NONFARM	66,963	107,071	9,292	19,302	77,893
62	COMMERCIAL & INDUSTL SMALL	31,618	30,861	3,433	12,981	148,498
63	COMMERCIAL & INDUSTL LARGE	9,629	79,357	631,938	5,017	249,895
64	IRRIGATION	4,152	3,651	702	5,564	985
65	OTHER ELECTRIC SERVICE	26	346	105	3,194	9,800
66	TO OTHERS FOR RESALE			16,772		
67	TOTAL	114,512	221,286	662,242	46,058	487,071
68	REVENUES & PATRONAGE CAPITAL					
69	RESOL SERV FARM & NONFARM	7,022,107	10,791,684	903,324	1,161,058	4,671,357
70	COMMERCIAL & INDUSTL SMALL	3,486,995	2,763,615	310,955	897,926	9,288,031
71	COMMERCIAL & INDUSTL LARGE	437,606	6,171,405	32,971,630	269,022	12,092,187
72	IRRIGATION	393,330	371,797	70,066	302,284	66,808
73	OTHER ELECTRIC SERVICE	2,846	24,035	8,827	209,558	625,175
74	TO OTHERS FOR RESALE	158,207		970,867		
75	TOTAL SALES OF ELEC ENERGY	11,500,491	20,122,536	35,235,669	2,839,848	26,743,558
76	OTHER OPERATING REVENUE	1,878,245	232,376	7,847	146,144	177,392
77	TOTAL OPERATING REVENUE	13,478,736	20,354,912	35,243,516	2,985,992	26,920,950
78	OTHER STATISTICS 12 31 86					
79	FULL TIME EMPLOYEES	54	73	9	21	84
80	TRANSMISSION MILES	39	84		113	472
81	OVERHEAD DISTR MILES	1,254	768	379	445	3,447
82	UNDERGROUND DISTR MILES	344	84	2	40	21
83	CONSUMERS SERVED	10,404	17,524	1,810	2,916	18,763
84	CONSUMERS PER MILE	6.36	19.13	4.75	4.88	4.76
85	MWH GENERATED 1986					
86	MWH PURCHASED 1986	126,198	239,836	663,871	51,601	524,358
87	RESOL CONS MTHLY KWH 1986	582	587	496	845	420
88	TIMES INTEREST EARNED RATIO	0.90	1.99	44.94	206.68	6.78
89	DEBT SERVICE COVERAGE	1.26	2.21	29.70	3.17	5.77
90	DEBT SERVICE PYMTS-REA	738,047	696,811	17,044	63,995	439,862
91	DEBT SERVICE PYMTS-OTHER	437,965	370,729	4,784	343,310	181,283
92	TOTAL EQUITY PCT OF ASSETS	26.3	27.4	66.2	58.0	70.0

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1987

## Loan, Operating, and Financial Statistics for REA Borrowers

## ARIZONA

## ARIZONA

Line No.	Item	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Wellton-Mohawk Irr. & Drainage Dist. Wellton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance
1	REA LOANS APPROVED 12 31 87	17,894,070	21,302,992	1,195,157	1,350,000	13,907,000
2	OTHER LOANS APPROVED	5,241,412	6,541,526	62,000		2,011,792
3	DISTRIBUTION	21,589,115	25,383,580	924,900	1,217,500	14,891,430
4	GENERATION & TRANSMISSION	1,311,904	2,113,862	229,157	132,500	951,569
5	OTHER	234,463	367,076	103,100		81,793
6	REA FUNDS ADVANCED	17,894,070	17,704,992	1,195,157	1,350,000	12,812,500
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	6,349,768	4,299,480	372,341	430,093	1,289,460
9	PRINCIPAL DUE & PAID	6,289,300	3,587,290	1,004,745	1,183,637	597,965
10	ADVANCE PAYMENTS		32,469		1,295	
11	ASSETS & OTHER DEBITS 12 31 87					
12	UTILITY PLANT IN SERVICE	27,885,894	28,739,479	3,284,000	11,015,458	65,696,303
13	CONSTR. WORK IN PROGRESS	1,503,855	1,777,004	31,514		1,080,080
14	TOTAL UTILITY PLANT	29,489,249	29,316,483	3,315,514	11,015,458	66,776,383
15	ACCUM. PROV. DEPREC. & AMORT	6,293,414	6,869,311	1,249,741	4,269,139	18,769,399
16	NET UTILITY PLANT	23,195,835	22,447,172	2,065,773	6,746,319	48,006,984
17	INVEST. IN ASSOC. ORGANIZATION	2,233,668	944,472	235,900		1,367,493
18	OTHER PROPERTY & INVESTMENTS	55,776	20,000	307,398	59,538,004	1,801,585
19	CURRENT & ACCRUED ASSETS	10,281,715	6,208,892	5,124,918	2,718,956	6,452,827
20	DEFERRED DEBITS	99,130	957,791	86,997		1,771,853
21	TOTAL ASSETS & OTHER DEBITS	35,866,124	29,719,683	7,820,986	69,003,279	59,400,752
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	49,905	85,445	6,680		
24	PATRONAGE CAP. & OTHER EQTS	10,625,683	7,971,372	4,438,144	40,872,351	38,482,807
25	TOTAL EQUITY	10,675,588	8,056,817	4,444,824	40,872,351	38,482,807
26	REA LONG TERM DEBT	11,617,071	14,085,967	190,439	177,130	12,164,923
27	OTHER LONG TERM DEBT	5,050,859	3,197,240	52,704	23,239,001	2,232,540
28	CURRENT & ACCRUED LIAB.	2,019,731	957,791	9,133,019	1,782,743	5,611,822
29	DEFERRED CREDITS	6,382,676	3,421,668		2,932,054	908,860
30	MISC. OPERATING RESERVES	140,000				
31	TOTAL LIAB. & OTHER CREDITS	35,866,124	29,719,683	7,820,986	69,003,279	59,400,752
32	REVENUES & EXPENSES 1987					
33	OPER. REV. & PATRONAGE CAPITAL	13,681,774	22,506,624	34,862,499	3,175,097	26,703,235
34	OPERATING DEDUCTIONS TOTAL	11,631,916	20,503,061	34,558,809	2,519,206	25,964,937
35	COST OF POWER	8,061,967	16,866,338	39,582,415	1,271,835	17,276,622
36	DISTR. EXPENSE OPERATION	531,945	172,078	104,512	215,550	1,413,254
37	DISTR. EXPENSE MAINTENANCE	48,471	351,587	31,777	149,425	728,059
38	CONSUMER ACCOUNTS	281,035	659,705	54,882	158,000	1,172,603
39	CUSTOMER SERV. & INFO EXP.	32,528	100,382	2,306		
40	ADMIN. & GENERAL EXPENSE	889,155	1,008,736	225,591	263,853	3,222,310
41	SALES EXPENSE		1,540			
42	DEPREC. & AMORT. EXPENSE	778,264	825,689	120,934	302,532	2,152,059
43	TAX EXPENSE	576,051	518,008	36,352	159,011	
44	UTILITY OPERATING MARGINS	2,058,458	2,003,563	303,690	655,291	738,298
45	NONOPERATING MARGINS	551,184	365,951	184,394	262,701	149,914 OR
46	GEN. & TRANS. CAPITAL CREDITS					
47	OTHER CAP. CR. & PATRONAGE CAP.	40,932	40,061	425		
48	INT. ON LONG TERM DEBT - NET	918,810	927,615	11,278	3,866	484,295
49	OTHER DEDUCTIONS	60,859	66,061	1,009		7,662
50	NET MARGINS & PATRONAGE CAP.	1,668,905	1,415,899	476,222	914,726	96,427
51	SALES STATISTICS 1987					
52	AVG. NUMBER CONSUMERS SERVED					
53	RESIDL. SERV. FARM & NONFARM	10,397	16,498	1,550	1,917	16,548
54	COMMERCIAL & INDUSTL. SMALL	491	1,809	147	416	2,516
55	COMMERCIAL & INDUSTL. LARGE	3	3	2	1	4
56	IRRIGATION	44	42	92	66	28
57	OTHER ELECTRIC SERVICE	2	18	2	530	402
58	TO OTHERS FOR RESALE	1		1		
59	TOTAL	10,938	18,370	1,794	2,930	19,498
60	MWH SALES					
61	RESIDL. SERV. FARM & NONFARM	74,670	124,351	9,631	20,823	81,654
62	COMMERCIAL & INDUSTL. SMALL	35,142	78,721	3,817	13,193	136,013
63	COMMERCIAL & INDUSTL. LARGE	4,907	42,101	635,144	6,149	238,325
64	IRRIGATION	2,105	4,181	788	5,434	877
65	OTHER ELECTRIC SERVICE	24	33	106	3,287	11,841
66	TO OTHERS FOR RESALE	1,121		25,974		
67	TOTAL	117,869	249,670	675,460	48,886	468,710
68	REVENUES & PATRONAGE CAPITAL					
69	RESIDL. SERV. FARM & NONFARM	7,673,313	12,402,864	905,489	1,283,228	5,078,947
70	COMMERCIAL & INDUSTL. SMALL	3,696,588	6,543,106	335,455	913,592	8,904,141
71	COMMERCIAL & INDUSTL. LARGE	499,703	2,833,203	32,092,050	334,317	11,704,063
72	IRRIGATION	196,219	373,943	72,099	305,639	59,906
73	OTHER ELECTRIC SERVICE	2,659	21,699	8,747	221,258	787,425
74	TO OTHERS FOR RESALE	88,673		1,429,082		
75	TOTAL SALES OF ELEC. ENERGY	12,157,155	22,186,215	34,842,922	3,058,034	26,534,482
76	OTHER OPERATING REVENUE	1,531,619	320,409	19,577	117,063	168,753
77	TOTAL OPERATING REVENUE	13,688,774	22,506,624	34,862,499	3,175,097	26,703,235
78	OTHER STATISTICS 12 31 87					
79	FULL TIME EMPLOYEES	58	75	9	21	104
80	TRANSMISSION MILES	39	84		113	472
81	OVERHEAD DISTR. MILES	1,268	761	379	449	3,607
82	UNDERGROUND DISTR. MILES	378	75	2	41	21
83	CONSUMERS SERVED	11,342	19,075	1,802	2,925	20,041
84	CONSUMERS PER MILE	6.74	20.28	4.73	4.85	4.89
85	MWH GENERATED 1987					
86	MWH PURCHASED 1987	129,961	270,272	677,154	54,770	524,660
87	RESIDL. CONS. MTHLY KWH 1987	598	628	518	905	411
88	TIMES INTEREST EARNED RATIO	2.82	2.53	43.23	237.61	1.20
89	DEBT SERVICE COVERAGE	2.60	2.51	27.87	2.91	2.96
90	DEBT SERVICE PYMTS-REA	768,059	890,459	17,044	63,995	583,230
91	DEBT SERVICE PYMTS-OTHER	525,499	370,729	4,785	355,456	340,486
92	TOTAL EQUITY PCT OF ASSETS	29.8	27.1	56.8	59.2	64.8

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1988

## Loan, Operating, and Financial Statistics for REA Borrowers

ARIZONA

ARIZONA

Line No.	Item	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Wellton-Mohawk Irr. & Drainage Dist. Wellton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance	ARIZONA-29 <sup>1</sup> Electrical District No. 2 Coolidge
1	REA LOANS APPROVED 12 31 88	21,302,992	1,195,157	1,350,000	13,907,000	75,000
2	OTHER LOANS APPROVED	6,541,528	62,000		2,019,792	
3	DISTRIBUTION	25,363,580	924,900	1,217,500	14,891,430	75,000
4	GENERATION & TRANSMISSION	2,113,862	229,157	132,500	954,569	
5	OTHER	367,076	103,100		80,793	
6	REA FUNDS ADVANCED	17,788,992	1,195,157	1,350,000	13,907,000	75,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	4,899,531	379,625	436,712	1,826,267	21,567
9	PRINCIPAL DUE & PAID	3,903,350	1,014,261	1,241,000	875,886	58,516
10	ADVANCE PAYMENTS	34,119		1,308		2,717
11	ASSETS & OTHER DEBITS 12 31 88					
12	UTILITY PLANT IN SERVICE	30,787,562	3,398,801	11,762,736	69,751,848	11,322,182
13	CONSTR WORK IN PROGRESS	1,415,588	3,835		2,303,233	
14	TOTAL UTILITY PLANT	32,203,150	3,402,636	11,762,736	72,055,081	11,322,182
15	ACCOM PROV DEPREC & AMORT	7,607,949	1,355,636		20,922,564	3,624,012
16	NET UTILITY PLANT	24,595,201	2,047,101	7,176,382	51,132,517	7,698,170
17	INVEST IN ASSOC ORGANIZATION	1,148,923	236,357		2,429,264	292,048
18	OTHER PROPERTY & INVESTMENTS	20,000	87,066	61,508,225	1,821,126	50,000
19	CURRENT & ACCRUED ASSETS	7,732,300	5,449,098	2,703,792	5,996,890	12,532,551
20	DEFERRED DEBITS	172,453	104,131		2,666,533	
21	TOTAL ASSETS & OTHER DEBITS	33,668,877	7,923,753	71,388,399	64,046,330	20,572,769
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	89,510	6,615			
24	PATRONAGE CAP & OTHER EQTS	8,911,893	4,496,745	43,799,707	41,704,980	20,068,023
25	TOTAL EQUITY	9,001,403	4,503,360	43,799,707	41,704,980	20,068,023
26	REA LONG TERM DEBT	13,851,883	180,898	116,158	13,031,113	13,566
27	OTHER LONG TERM DEBT	6,278,143	51,580	23,221,865	2,457,424	
28	CURRENT & ACCRUED LIAB	2,119,754	3,187,915	1,501,949	5,465,669	491,180
29	DEFERRED CREDITS	3,317,694		2,788,720	1,387,144	
30	MISC OPERATING RESERVES					
31	TOTAL LIAB & OTHER CREDITS	33,668,877	7,923,753	71,388,399	64,046,330	20,572,769
32	REVENUES & EXPENSES 1988					
33	OPER REV & PATRONAGE CAPITAL	24,824,997	35,029,274	3,335,679	29,075,317	7,357,370
34	OPERATING DEDUCTIONS TOTAL	22,932,979	34,748,172	2,608,625	28,130,954	6,594,927
35	COST OF POWER	18,913,738	34,148,513	1,335,841	18,700,040	5,194,676
36	DISTR EXPENSE OPERATION	301,441	107,303	192,208	1,610,261	374,862
37	DISTR EXPENSE MAINTENANCE	514,772	34,569	115,847	829,530	264,241
38	CONSUMER ACCOUNTS	575,571	58,684	163,448	1,230,406	96,903
39	CUSTOMER SERV & INFO EXP	90,446	1,826			
40	ADMIN & GENERAL EXPENSE	964,318	229,648	268,897	3,433,132	275,597
41	SALES EXPENSE	7,303				
42	DEPREC & AMORT EXPENSE	897,263	117,917	357,646	2,327,585	388,648
43	TAX EXPENSE	568,127	49,732	174,738		
44	UTILITY OPERATING MARGINS	1,892,018	281,102	727,054	944,363	762,443
45	NONOPERATING MARGINS	496,915	205,102	273,863	156,452	519,309
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP OR & PATRONAGE CAP	47,019	456			
48	INT ON LONG TERM DEBT - NET	1,119,199	10,920	2,734	667,052	429
49	OTHER DEDUCTIONS	93,006	1,088		20,656	
50	NET MARGINS & PATRONAGE CAP	1,223,747	474,652	998,183	413,107	1,281,323
51	SALES STATISTICS 1988					
52	AVG NUMBER CONSUMERS SERVED					
53	RESDL SERV FARM & NONFARM	17,845	1,553	1,934	17,879	1,782
54	COMMERCIAL & INDUSTL SMALL	1,924	150	414	2,518	260
55	COMMERCIAL & INDUSTL LARGE	3	2	1	4	20
56	IRRIGATION	24	87	65	54	431
57	OTHER ELECTRIC SERVICE	17	2	531	406	
58	TO OTHERS FOR RESALE		1			
59	TOTAL	19,813	1,795	2,945	20,861	2,493
60	MWH SALES					
61	RESDL SERV FARM & NONFARM	141,392	9,799	21,459	86,958	24,411
62	COMMERCIAL & INDUSTL SMALL	89,946	4,009	14,152	186,902	8,514
63	COMMERCIAL & INDUSTL LARGE	47,709	626,540	6,113	244,893	24,040
64	IRRIGATION	4,447	868	5,425	589	115,202
65	OTHER ELECTRIC SERVICE	252	106	3,377	11,630	
66	TO OTHERS FOR RESALE		21,695			
67	TOTAL	283,748	663,017	50,526	510,972	172,167
68	REVENUES & PATRONAGE CAPITAL					
69	RESDL SERV FARM & NONFARM	13,879,045	914,212	1,335,678	5,391,360	1,880,336
70	COMMERCIAL & INDUSTL SMALL	7,357,861	355,866	879,244	10,781,334	769,661
71	COMMERCIAL & INDUSTL LARGE	2,908,430	32,223,401	340,814	11,891,297	1,511,321
72	IRRIGATION	388,910	77,515	308,213	61,180	3,176,788
73	OTHER ELECTRIC SERVICE	17,089	8,913	229,668	78,459	
74	TO OTHERS FOR RESALE		1,430,878			
75	TOTAL SALES OF ELEC ENERGY	24,551,335	35,010,785	3,123,617	28,888,630	7,338,106
76	OTHER OPERATING REVENUE	273,662	18,489	142,062	186,687	19,264
77	TOTAL OPERATING REVENUE	24,824,997	35,029,274	3,335,679	29,075,317	7,357,370
78	OTHER STATISTICS 12 31 88					
79	FULL TIME EMPLOYEES	77	9	21	96	20
80	TRANSMISSION MILES	84		113	472	
81	OVERHEAD DISTR MILES	789	381	450	3,755	625
82	UNDERGROUND DISTR MILES	77	2	42	21	60
83	CONSUMERS SERVED	20,426	1,792	2,935	21,116	2,541
84	CONSUMERS PER MILE	21.50	4.68	4.85	4.97	3.71
85	MWH GENERATED 1988					
86	MWH PURCHASED 1988	303,719	664,748	56,608	560,304	186,598
87	RESDL CONS MTHLY KWH 1988	660	526	925	410	1,142
88	TIMES INTEREST EARNED RATIO	2.09	44.47	366.10	1.62	2,987.77
89	DEBT SERVICE COVERAGE	2.21	27.96	3.20	2.89	463.61
90	DEBT SERVICE PYMTS-REA	917,759	16,799	63,995	687,586	3,603
91	DEBT SERVICE PYMTS-OTHER	545,145	4,764	360,172	493,623	
92	TOTAL EQUITY PCT OF ASSETS	26.7	56.8	61.4	65.1	87.5

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1. Items 12 thru 92 from 1987 operating report; 1988 data not received by April 15, 1989.

1989

## Loan, Operating, and Financial Statistics for REA Borrowers

## ARIZONA

## ARIZONA

Line No.	Item	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Wellton-Mohawk Irr. & Drainage Dist. Wellton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance	ARIZONA-29 Electrical District No. 2 Coolidge
1	REA LOANS APPROVED 12 31 89	21,302,992	1,195,157	1,350,000	20,988,000	75,000
2	OTHER LOANS APPROVED	6,541,526	62,000		5,214,528	
3	DISTRIBUTION	25,363,580	924,900	1,217,500	24,807,430	75,000
4	GENERATION & TRANSMISSION	2,113,862	229,157	132,500	1,154,569	
5	OTHER	367,076	103,100		240,530	
6	REA FUNDS ADVANCED	21,302,992	1,195,157	1,350,000	16,094,000	75,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	5,521,378	386,598	442,066	2,310,463	21,856
9	PRINCIPAL DUE & PAID	4,257,554	1,023,738	1,294,915	1,129,275	58,753
10	ADVANCE PAYMENTS	35,854		1,406		2,719
11	ASSETS & OTHER DEBITS 12 31 89					
12	UTILITY PLANT IN SERVICE	33,083,241	3,531,898	12,990,914	75,165,069	11,322,182
13	CONSTR WORK IN PROGRESS	4,083,048	11,479		4,911,445	
14	TOTAL UTILITY PLANT	37,146,289	3,543,377	12,990,914	80,076,514	11,322,182
15	ACCUM PROV DEPREC & AMORT	8,549,924	1,468,642	4,928,955	23,659,145	3,624,012
16	NET UTILITY PLANT	28,596,365	2,074,735	8,061,959	56,417,369	7,698,170
17	INVEST IN ASSOC ORGANIZATION	1,254,212	290,869		2,666,877	292,048
18	OTHER PROPERTY & INVESTMENTS	20,000	496,360	63,568,614	1,221,051	50,000
19	CURRENT & ACCRUED ASSETS	7,872,195	5,325,996	2,723,474	6,240,029	12,532,551
20	DEFERRED DEBITS	209,827	389,106		2,345,432	
21	TOTAL ASSETS & OTHER DEBITS	37,952,599	8,577,066	74,354,047	69,190,758	20,572,769
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	97,915	6,795			
24	PATRONAGE CAP & OTHER EQTS	9,593,915	4,549,420	47,164,915	45,150,447	20,068,023
25	TOTAL EQUITY	9,691,830	4,556,215	47,164,915	45,150,447	20,068,023
26	REA LONG TERM DEBT	17,009,710	171,421	58,587	14,964,724	13,566
27	OTHER LONG TERM DEBT	6,313,030	50,375	22,768,657	2,157,735	
28	CURRENT & ACCRUED LIAB	1,608,226	3,796,183	973,481	6,250,646	491,180
29	DEFERRED CREDITS	3,329,703	2,872	3,388,407	667,206	
30	MISC OPERATING RESERVES					
31	TOTAL LIAB & OTHER CREDITS	37,952,599	8,577,066	74,354,047	69,190,758	20,572,769
32	REVENUES & EXPENSES 1989					
33	OPER REV & PATRONAGE CAPITAL	26,807,772	34,321,763	3,409,905	27,645,878	7,357,370
34	OPERATING DEDUCTIONS TOTAL	25,065,077	34,060,085	2,760,624	26,239,919	6,594,927
35	COST OF POWER	20,563,134	33,410,783	1,509,972	16,262,036	5,194,676
36	DISTR EXPENSE OPERATION	274,485	116,563	195,443	1,724,360	374,862
37	DISTR EXPENSE MAINTENANCE	618,732	38,799	124,201	877,169	264,241
38	CONSUMER ACCOUNTS	692,078	60,014	167,086	1,522,931	96,903
39	CUSTOMER SERV & INFO EXP	92,175	2,412			
40	ADMIN & GENERAL EXPENSE	1,155,796	268,628	213,344	3,347,586	275,597
41	SALES EXPENSE	17,234				
42	DEPREC & AMORT EXPENSE	987,094	126,306	384,347	2,505,837	388,648
43	TAX EXPENSE	664,349	36,580	166,231		
44	UTILITY OPERATING MARGINS	1,742,695	261,678	849,281	1,405,959	762,443
45	NONOPERATING MARGINS	359,440	226,176	291,687	165,445	519,309
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP CR & PATRONAGE CAP	69,147	430			
48	INT ON LONG TERM DEBT - NET	1,200,829	10,552	1,524	683,677	429
49	OTHER DEDUCTIONS	46,657	1,283		66,873	
50	NET MARGINS & PATRONAGE CAP	923,796	476,449	939,444	820,854	1,281,323
51	SALES STATISTICS 1989					
52	AVG NUMBER CONSUMERS SERVED					
53	RESDL SERV FARM & NONFARM	19,277	1,560	1,943	18,592	1,782
54	COMMERCIAL & INDUSTL SMALL	2,078	153	412	2,481	260
55	COMMERCIAL & INDUSTL LARGE	3	2	1	4	20
56	IRRIGATION	26	88	66	54	431
57	OTHER ELECTRIC SERVICE	17	2	530	412	
58	TO OTHERS FOR RESALE		1			
59	TOTAL	21,401	1,806	2,952	21,543	2,493
60	MWH SALES					
61	RESDL SERV FARM & NONFARM	154,780	10,106	22,451	88,256	24,411
62	COMMERCIAL & INDUSTL SMALL	99,137	4,235	13,443	155,028	8,514
63	COMMERCIAL & INDUSTL LARGE	50,526	596,655	5,694	243,637	24,040
64	IRRIGATION	5,362	1,681	5,835	1,000	115,202
65	OTHER ELECTRIC SERVICE	231	106	3,365	10,678	
66	TO OTHERS FOR RESALE		24,662			
67	TOTAL	310,036	637,445	50,778	498,599	172,167
68	REVENUES & PATRONAGE CAPITAL					
69	RESDL SERV FARM & NONFARM	15,074,177	937,202	1,413,372	4,980,221	1,880,336
70	COMMERCIAL & INDUSTL SMALL	8,074,704	376,515	946,009	9,232,238	769,661
71	COMMERCIAL & INDUSTL LARGE	2,907,909	31,259,594	319,713	12,426,563	1,511,321
72	IRRIGATION	450,813	138,530	340,657	57,611	3,176,788
73	OTHER ELECTRIC SERVICE	15,342	9,019	231,201	689,654	
74	TO OTHERS FOR RESALE		1,598,207			
75	TOTAL SALES OF ELEC ENERGY	26,522,945	34,319,067	3,250,952	27,386,287	7,338,106
76	OTHER OPERATING REVENUE	284,827	2,695	158,953	259,591	19,264
77	TOTAL OPERATING REVENUE	26,807,772	34,321,762	3,409,905	27,645,878	7,357,370
78	OTHER STATISTICS 12 31 89					
79	FULL TIME EMPLOYEES	83	13	21	98	20
80	TRANSMISSION MILES	84		113	472	
81	OVERHEAD DISTR MILES	799	383	452	4,044	625
82	UNDERGROUND DISTR MILES	97	2	44	22	60
83	CONSUMERS SERVED	22,189	1,829	2,973	21,820	2,541
84	CONSUMERS PER MILE	22.64	4.75	4.88	4.81	3.71
85	MWH GENERATED 1989					
86	MWH PURCHASED 1989	332,031	639,156	56,871	539,808	186,598
87	RESDL CONS MTHLY KWH 1989	669	540	963	396	1,142
88	TIMES INTEREST EARNED RATIO	1.77	46.15	617.43	2.20	2,987.77
89	DEBT SERVICE COVERAGE	1.96	28.42	3.24	2.68	463.61
90	DEBT SERVICE PYMTS-REA	977,785	16,450	59,367	737,585	3,603
91	DEBT SERVICE PYMTS-OTHER	608,330	4,784	350,043	760,719	
92	TOTAL EQUITY PCT OF ASSETS	25.5	53.1	63.4	65.3	97.5

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1. Items 12 thru 92 from 1988 operating report; 1989 data not received by April 15, 1990.

1990

## Loan, Operating, and Financial Statistics for REA Borrowers

## ARIZONA

## ARIZONA

Line No.	Item	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-26 Wellton-Mohawk Irr. & Drainage Dist. Wellton	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance	ARIZONA-29 Electrical District No. 2 Coolidge
1	REA LOANS APPROVED 12 31 90	21,302,992	1,195,157	1,350,000	20,988,000	75,000
2	OTHER LOANS APPROVED	6,541,526	62,000		5,214,529	
3	DISTRIBUTION	25,363,580	924,900	1,217,500	24,807,430	75,000
4	GENERATION & TRANSMISSION	2,113,862	229,157	132,500	1,154,569	
5	OTHER	367,076	103,100		240,530	
6	REA FUNDS ADVANCED	21,302,992	1,195,157	1,350,000	17,447,500	75,000
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	6,272,765	393,275	444,692	2,951,414	22,101
9	PRINCIPAL DUE & PAID	4,636,992	1,033,511	1,317,076	1,399,495	62,056
10	ADVANCE PAYMENTS	37,681		1,478		71
11	ASSETS & OTHER DEBITS 12 31 90					
12	UTILITY PLANT IN SERVICE	39,860,259	3,590,040	13,784,431	84,835,097	12,496,416
13	CONSTR WORK IN PROGRESS	2,310,850	24,853		4,811,643	
14	TOTAL UTILITY PLANT	42,171,109	3,614,893	13,784,431	89,646,740	12,496,416
15	ACCUM PROV DEPREC & AMORT	9,674,254	1,595,190	5,278,026	26,913,063	4,389,231
16	NET UTILITY PLANT	32,496,855	2,019,703	8,506,405	62,733,677	8,107,185
17	INVEST IN ASSOC ORGANIZATION	1,283,152	290,379		4,130,073	596,797
18	OTHER PROPERTY & INVESTMENTS	20,000	620,300	65,601,508	2,203,998	50,000
19	CURRENT & ACCRUED ASSETS	5,880,667	5,716,536	3,112,406	5,930,323	15,289,268
20	DEFERRED DEBITS	299,907	125,993		2,319,175	
21	TOTAL ASSETS & OTHER DEBITS	39,980,581	8,772,311	77,220,319	77,317,246	24,043,250
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	105,730	6,825			
24	PATRONAGE CAP & OTHER EQTS	10,626,900	4,747,116	50,746,613	47,221,185	23,301,526
25	TOTAL EQUITY	10,732,030	4,753,941	50,746,613	47,221,185	23,301,526
26	REA LONG TERM DEBT	16,626,788	161,648		16,046,005	10,937
27	OTHER LONG TERM DEBT	6,259,335	49,084		4,176,060	
28	CURRENT & ACCRUED LIAB	1,037,044	3,781,702	22,216,199	9,338,432	730,787
29	DEFERRED CREDITS	5,303,384	25,936	3,366,271	534,564	
30	MISC OPERATING RESERVES					
31	TOTAL LIAB & OTHER CREDITS	39,980,581	8,772,311	77,220,319	77,317,246	24,043,250
32	REVENUES & EXPENSES 1990					
33	OPER REV & PATRONAGE CAPITAL	29,719,045	40,531,771	3,706,798	29,299,723	7,760,150
34	OPERATING DEDUCTIONS TOTAL	27,801,534	40,112,112	2,651,629	27,734,436	7,456,135
35	COST OF POWER	22,520,947	39,432,283	1,295,502	18,039,562	5,862,637
36	DISTR EXPENSE OPERATION	1295,985	123,387	217,698	1,759,552	370,443
37	DISTR EXPENSE MAINTENANCE	684,432	31,851	142,048	582,209	240,016
38	CONSUMER ACCOUNTS	760,377	60,480	181,633	1,425,066	116,311
39	CUSTOMER SERV & INFO EXP	79,353	1,302			
40	ADMIN & GENERAL EXPENSE	1,280,691	276,746	216,137	3,141,245	415,773
41	SALES EXPENSE	6,673				
42	DEPREC & AMORT EXPENSE	1,177,892	136,408	412,861	2,786,802	450,955
43	TAX EXPENSE	795,184	49,655	185,750		
44	UTILITY OPERATING MARGINS	2,117,511	419,659	1,055,169	1,565,267	304,015
45	NONOPERATING MARGINS	369,894	235,929	314,957	243,536	1,097,038
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP OR & PATRONAGE CAP	58,597				
48	INT ON LONG TERM DEBT - NET	1,317,508	10,169	761	873,650	300
49	OTHER DEDUCTIONS	37,880	1,555		163,372	
50	NET MARGINS & PATRONAGE CAP	1,190,614	643,864	1,369,365	771,801	1,400,753
51	SALES STATISTICS 1990					
52	AVG NUMBER CONSUMERS SERVED					
53	RESDL SERV FARM & NONFARM	20,580	1,579	1,984	19,511	1,837
54	COMMERCIAL & INDUSTL SMALL	2,279	153	429	2,543	274
55	COMMERCIAL & INDUSTL LARGE	3	2		4	20
56	IRRIGATION	26	91	64	55	397
57	OTHER ELECTRIC SERVICE	19	2	539	419	
58	TO OTHERS FOR RESALE		1			
59	TOTAL	22,907	1,828	2,987	22,532	2,528
60	MWH SALES					
61	RESDL SERV FARM & NONFARM	168,947	10,498	21,952	94,103	24,229
62	COMMERCIAL & INDUSTL SMALL	108,608	4,194	14,239	156,192	8,918
63	COMMERCIAL & INDUSTL LARGE	59,242	887,861	5,288	233,514	29,093
64	IRRIGATION	5,045	1,632	4,039	999	108,108
65	OTHER ELECTRIC SERVICE	234	105	3,059	10,592	
66	TO OTHERS FOR RESALE		24,151			
67	TOTAL	342,076	928,441	48,577	495,400	170,348
68	REVENUES & PATRONAGE CAPITAL					
69	RESDL SERV FARM & NONFARM	16,464,252	924,528	1,554,616	5,521,954	1,996,617
70	COMMERCIAL & INDUSTL SMALL	8,993,093	351,208	1,139,889	9,656,583	948,627
71	COMMERCIAL & INDUSTL LARGE	3,505,186	37,655,599	331,257	13,038,087	1,865,345
72	IRRIGATION	443,684	129,170	276,767	72,340	2,929,515
73	OTHER ELECTRIC SERVICE	16,132	8,708	239,847	697,065	
74	TO OTHERS FOR RESALE		1,468,611			
75	TOTAL SALES OF ELEC ENERGY	29,422,347	40,537,824	3,542,176	28,986,029	7,740,104
76	OTHER OPERATING REVENUE	296,698	6,053 CR	164,622	313,694	20,046
77	TOTAL OPERATING REVENUE	29,719,045	40,531,771	3,706,798	29,299,723	7,760,150
78	OTHER STATISTICS 12 31 90					
79	FULL TIME EMPLOYEES	82	15	22	91	19
80	TRANSMISSION MILES	84		113	472	
81	OVERHEAD DISTR MILES	823	385	456	4,271	355
82	UNDERGROUND DISTR MILES	109	2	44	23	4
83	CONSUMERS SERVED	23,497	1,846	3,010	23,047	2,522
84	CONSUMERS PER MILE	23.13	4.77	4.91	4.84	7.03
85	MWH GENERATED 1990					
86	MWH PURCHASED 1990	373,016	930,271	54,406	541,682	178,996
87	RESDL CONS MTHLY KWH 1990	684	554	931	402	1,099
88	TIMES INTEREST EARNED RATIO	1.90	64.32	1,800.43	1.88	4,670.18
89	DEBT SERVICE COVERAGE	2.10	37.23	4.76	2.75	514.02
90	DEBT SERVICE PYMTS-REA	1,132,649	16,458	24,858	911,171	3,603
91	DEBT SERVICE PYMTS-OTHER	619,474	4,784	350,043	699,814	
92	TOTAL EQUITY PCT OF ASSETS	28.9	54.2	65.7	61.1	96.9

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1991

# Loan, Operating, and Financial Statistics for REA Borrowers

ARIZONA		ARIZONA				
Line No.	Item	ARIZONA-13 Navopache Electric Cooperative, Inc. Lakeside	ARIZONA-14 Sulphur Springs Valley Elec. Coop. Willcox	ARIZONA-17 Graham County Elec. Coop., Inc. Pima	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City
1	REA LOANS APPROVED 12 31 91	27,697,000	57,098,053	2,911,479	23,761,070	21,302,992
2	OTHER LOANS APPROVED	8,643,167	16,802,125		7,860,162	6,541,526
3	DISTRIBUTION	30,778,044	65,524,581	2,197,318	28,856,017	25,363,580
4	GENERATION & TRANSMISSION	5,102,005	7,317,521	714,161	2,416,002	2,113,852
5	OTHER	480,118	1,058,076		339,213	367,076
6	REA FUNDS ADVANCED	27,697,000	53,108,053	2,911,479	23,761,070	21,302,992
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	11,202,725	19,341,357	847,869	8,870,255	7,009,040
9	PRINCIPAL DUE & PAID	9,225,206	18,676,048	2,850,600	7,409,936	5,061,007
10	ADVANCE PAYMENTS					39,600
11	ASSETS & OTHER DEBITS 12 31 91					
12	UTILITY PLANT IN SERVICE	45,489,376	74,624,639	8,765,069	41,467,607	41,994,173
13	CONSTR WORK IN PROGRESS	1,758,970	1,557,647	88,327	1,810,392	1,694,688
14	TOTAL UTILITY PLANT	46,258,346	76,182,286	8,853,396	43,277,999	43,688,861
15	ACCUM PROV DEPREC & AMORT	15,600,851	19,578,710	4,522,168	8,782,368	10,963,963
16	NET UTILITY PLANT	30,655,495	56,603,576	4,331,228	34,495,631	32,724,898
17	INVEST IN ASSOC ORGANIZATION	5,028,449	3,430,950	223,328	2,467,904	1,300,741
18	OTHER PROPERTY & INVESTMENTS	153,873	771,273		238,515	70,000
19	CURRENT & ACCRUED ASSETS	4,708,311	7,238,268	895,226	7,791,116	6,905,811
20	DEFERRED DEBITS	514,284	1,157,540	115,854	116,860	232,731
21	TOTAL ASSETS & OTHER DEBITS	41,058,412	69,203,607	5,565,636	45,109,806	41,237,185
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	104,990	118,745	21,420	60,290	109,880
24	PATRONAGE CAP & OTHER EQTS	10,792,783	13,293,365	4,621,440	16,318,539	11,726,655
25	TOTAL EQUITY	10,897,773	13,412,110	4,642,860	16,378,829	11,836,535
26	REA LONG TERM DEBT	18,472,553	34,436,076	138,827	16,356,429	16,204,774
27	OTHER LONG TERM DEBT	8,268,790	15,711,798	174,418	7,353,244	6,200,698
28	CURRENT & ACCRUED LIAB	3,066,380	4,313,230	609,531	2,111,882	4,267,764
29	DEFERRED CREDITS	354,916	1,330,393		2,808,338	2,727,414
30	MISC OPERATING RESERVES				101,084	
31	TOTAL LIAB & OTHER CREDITS	41,058,412	69,203,607	5,565,636	45,109,806	41,237,185
32	REVENUES & EXPENSES 1991					
33	OPER REV & PATRONAGE CAPITAL	24,632,940	35,314,507	7,168,572	21,214,574	29,149,674
34	OPERATING DEDUCTIONS TOTAL	23,734,445	31,869,260	6,943,146	19,647,829	26,859,004
35	COST OF POWER	16,848,546	21,131,073	5,541,313	14,627,741	21,151,731
36	DISTR EXPENSE OPERATION	1,042,069	1,393,660	81,493	719,401	454,704
37	DISTR EXPENSE MAINTENANCE	836,112	865,690	229,952	620,705	658,807
38	CONSUMER ACCOUNTS	1,109,048	1,392,274	119,551	414,172	795,131
39	CUSTOMER SERV & INFO EXP	149,403	204,678		95,211	107,681
40	ADMIN & GENERAL EXPENSE	1,865,817	2,200,855	566,624	1,009,758	1,403,651
41	SALES EXPENSE	2,930	110,384		5,152	9,201
42	DEPREC & AMORT EXPENSE	1,466,199	2,454,095	280,130	1,160,371	1,271,721
43	TAX EXPENSE	614,321	2,118,551	124,083	995,318	1,005,326
44	UTILITY OPERATING MARGINS	898,495	3,445,247	225,426	1,568,745	2,290,670
45	NONOPERATING MARGINS	204,181	388,340	57,140	377,074	219,001
46	GEN & TRANS CAPITAL CREDITS	196,018				
47	OTHER CAP CR & PATRONAGE CAP	81,649	128,702		51,085	58,653
48	INT ON LONG TERM DEBT - NET	1,579,125	2,848,694	1,414	1,343,928	1,299,033
49	OTHER DEDUCTIONS	89,737	57,094	16,755 CR	23,029	40,926
50	NET MARGINS & PATRONAGE CAP	288,509 CR	1,056,601	297,907	627,947	1,228,365
51	SALES STATISTICS 1991					
52	AVG NUMBER CONSUMERS SERVED					
53	RESDL SERV FARM & NONFARM	20,997	25,363	4,783	12,865	21,391
54	COMMERCIAL & INDUSTL SMALL	2,413	5,068	517	618	2,446
55	COMMERCIAL & INDUSTL LARGE	3	2	2	5	3
56	IRRIGATION	208	427	829	35	24
57	OTHER ELECTRIC SERVICE	23	48	2	3	11
58	TO OTHERS FOR RESALE			1		
59	TOTAL	23,644	30,906	6,135	13,527	23,875
60	MWH SALES					
61	RESDL SERV FARM & NONFARM	112,730	176,364	30,238	95,964	174,705
62	COMMERCIAL & INDUSTL SMALL	86,573	127,728	22,471	42,343	114,256
63	COMMERCIAL & INDUSTL LARGE	29,290	20,212	1,780	147,483	68,448
64	IRRIGATION	10,747	31,202	7,965	1,351	4,945
65	OTHER ELECTRIC SERVICE	827	1,902	136	35	202
66	TO OTHERS FOR RESALE			27,849	384	
67	TOTAL	240,167	357,408	90,439	287,560	362,556
68	REVENUES & PATRONAGE CAPITAL					
69	RESDL SERV FARM & NONFARM	12,555,850	18,154,997	2,583,962	9,216,578	16,144,309
70	COMMERCIAL & INDUSTL SMALL	8,363,870	11,822,842	1,774,894	4,080,138	8,849,130
71	COMMERCIAL & INDUSTL LARGE	2,456,946	1,814,050	146,113	6,725,833	3,506,590
72	IRRIGATION	892,041	2,705,648	654,540	91,935	361,461
73	OTHER ELECTRIC SERVICE	61,977	304,477	10,557	3,664	14,601
74	TO OTHERS FOR RESALE			1,921,058	60,153	
75	TOTAL SALES OF ELEC ENERGY	24,430,084	34,801,814	7,091,224	20,178,301	28,876,091
76	OTHER OPERATING REVENUE	202,856	512,693	77,348	1,036,273	273,583
77	TOTAL OPERATING REVENUE	24,632,940	35,314,507	7,168,572	21,214,574	29,149,674
78	OTHER STATISTICS 12 31 91					
79	FULL TIME EMPLOYEES	91	164	20	69	85
80	TRANSMISSION MILES	229	298	87	51	84
81	OVERHEAD DISTR MILES	2,195	2,733	931	1,312	841
82	UNDERGROUND DISTR MILES	166	201	21	475	119
83	CONSUMERS SERVED	23,824	31,231	6,183	13,790	24,191
84	CONSUMERS PER MILE	9.20	9.66	6.07	7.50	23.17
85	MWH GENERATED 1991					
86	MWH PURCHASED 1991	260,199	384,854	100,112	300,193	381,816
87	RESDL CONS MTHLY KWH 1991	447	579	527	622	681
88	TIMES INTEREST EARNED RATIO	0.82	1.37	211.68	1.47	1.95
89	DEBT SERVICE COVERAGE	1.22	1.59	7.10	1.76	2.13
90	DEBT SERVICE PYMTS-REA	1,477,820	2,631,837	17,663	1,101,689	1,162,210
91	DEBT SERVICE PYMTS-OTHER	777,652	1,368,324	63,945	679,073	619,475
92	TOTAL EQUITY PCT OF ASSETS	26.5	19.4	83.4	36.3	28.7

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1992

## Loan, Operating, and Financial Statistics for REA Borrowers

## ARIZONA

## ARIZONA

Line No.	Item	ARIZONA-13 Navopache Electric Cooperative, Inc. Lakeside	ARIZONA-14 Sulphur Springs Valley Elec. Coop. Willcox	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan
1	REA LOANS APPROVED 12 31 92	31,229,000	57,098,053	29,157,070	29,072,992	1,195,157
2	OTHER LOANS APPROVED	10,202,961	16,802,125	10,269,537	10,046,789	62,000
3	DISTRIBUTION	35,574,819	65,737,805	36,575,017	35,929,209	924,900
4	GENERATION & TRANSMISSION	5,350,230	7,104,297	2,416,002	2,648,233	229,157
5	OTHER	508,912	1,058,076	435,588	542,339	103,100
6	REA FUNDS ADVANCED	27,697,000	55,103,053	23,761,070	21,302,992	1,195,157
7	REA DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	12,082,176	20,948,335	9,663,677	7,729,157	405,697
9	PRINCIPAL DUE & PAID	9,798,648	19,688,615	7,723,106	5,501,085	1,053,988
10	ADVANCE PAYMENTS				41,614	
11	ASSETS & OTHER DEBITS 12 31 92					
12	UTILITY PLANT IN SERVICE	47,260,187	78,953,667	43,242,509	43,243,353	3,904,383
13	CONSTR WORK IN PROGRESS	413,925	1,323,219	2,972,586	2,980,095	12,562
14	TOTAL UTILITY PLANT	47,674,112	80,276,886	46,215,095	46,223,451	3,916,945
15	ACCUM PROV DEPREC & AMORT	16,717,215	21,191,155	9,146,988	12,349,653	1,746,989
16	NET UTILITY PLANT	30,956,897	59,085,731	37,068,107	33,873,798	2,169,956
17	INVEST IN ASSOC ORGANIZATION	5,138,270	3,496,025	2,491,890	1,999,922	286,291
18	OTHER PROPERTY & INVESTMENTS	146,650	922,233	323,733	20,000	677,489
19	CURRENT & ACCRUED ASSETS	3,586,899	7,409,408	6,772,345	6,398,528	6,472,435
20	DEFERRED DEBITS	518,395	1,145,583	311,913	666,398	129,641
21	TOTAL ASSETS & OTHER DEBITS	40,347,111	72,059,000	46,967,988	42,958,646	9,735,812
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	109,100	122,065	63,230	112,220	6,955
24	PATRONAGE CAP & OTHER EQTS	10,804,896	13,666,343	17,467,342	12,126,828	4,811,192
25	TOTAL EQUITY	10,913,996	13,788,408	17,530,572	12,239,148	4,818,147
26	REA LONG TERM DEBT	17,898,352	35,415,648	16,041,933	15,764,695	141,168
27	OTHER LONG TERM DEBT	8,152,908	17,259,719	7,238,036	6,134,170	46,216
28	CURRENT & ACCRUED LIAB	3,242,141	4,598,074	3,321,863	5,654,328	4,609,560
29	DEFERRED CREDITS	139,714	997,151	2,741,000	3,166,305	20,721
30	MISC OPERATING RESERVES			84,584		
31	TOTAL LIAB & OTHER CREDITS	40,347,111	72,059,000	46,967,988	42,958,646	9,735,812
32	REVENUES & EXPENSES 1992					
33	OPER REV & PATRONAGE CAPITAL	25,779,334	36,372,976	21,785,106	30,207,648	50,477,258
34	OPERATING DEDUCTIONS TOTAL	24,503,907	33,255,643	19,598,962	28,498,005	50,133,932
35	COST OF POWER	17,206,703	21,551,702	14,368,236	22,190,853	49,202,916
36	DISTR EXPENSE OPERATION	1,077,851	1,396,685	597,042	778,978	172,596
37	DISTR EXPENSE MAINTENANCE	802,722	952,193	614,575	590,253	36,903
38	CONSUMER ACCOUNTS	1,110,440	1,444,456	459,317	844,630	75,495
39	CUSTOMER SERV & INFO EXP	138,328	312,908	104,068	194,588	2,756
40	ADMIN & GENERAL EXPENSE	1,993,938	2,523,346	1,056,751	1,525,758	437,051
41	SALES EXPENSE	1,181	269,985	17,206	63,113	
42	DEPREC & AMORT EXPENSE	1,511,131	2,589,916	1,227,149	1,322,008	150,441
43	TAX EXPENSE	661,613	2,214,452	1,154,618	1,047,824	55,774
44	UTILITY OPERATING MARGINS	1,275,427	3,117,332	2,186,144	1,709,643	343,326
45	NONOPERATING MARGINS	94,927	195,398	584,103	214,730	119,141
46	GEN & TRANS CAPITAL CREDITS	102,270				
47	OTHER CAP CR & PATRONAGE CAP	70,215	130,874	68,200	61,696	374
48	INT ON LONG TERM DEBT - NET	1,472,292	2,744,965	1,278,288	1,272,183	9,352
49	OTHER DEDUCTIONS	58,751	61,511	49,009	49,835	1,710
50	NET MARGINS & PATRONAGE CAP	11,796	637,128	1,509,150	684,051	451,779
51	SALES STATISTICS 1992					
52	AVG NUMBER CONSUMERS SERVED					
53	RESDL SERV FARM & NONFARM	21,387	25,054	13,341	22,052	1,647
54	COMMERCIAL & INDUSTRY SMALL	2,434	5,246	690	2,572	157
55	COMMERCIAL & INDUSTRY LARGE	3	2	4	2	2
56	IRRIGATION	210	407	27	23	92
57	OTHER ELECTRIC SERVICE	23	48	3	13	2
58	TO OTHERS FOR RESALE			1		1
59	TOTAL	24,057	31,757	14,066	24,662	1,901
60	MWH SALES					
61	RESDL SERV FARM & NONFARM	114,592	185,329	103,580	190,102	11,462
62	COMMERCIAL & INDUSTRY SMALL	88,892	135,469	46,792	125,538	4,120
63	COMMERCIAL & INDUSTRY LARGE	33,133	24,526	135,307	60,456	1,235,488
64	IRRIGATION	11,698	26,915	875	4,974	718
65	OTHER ELECTRIC SERVICE	839	1,866	37	212	105
66	TO OTHERS FOR RESALE			441		25,948
67	TOTAL	249,154	374,105	287,032	381,282	1,277,841
68	REVENUES & PATRONAGE CAPITAL					
69	RESDL SERV FARM & NONFARM	12,782,078	19,090,408	10,362,800	17,364,750	933,298
70	COMMERCIAL & INDUSTRY SMALL	8,721,791	12,736,071	4,643,590	9,302,135	314,987
71	COMMERCIAL & INDUSTRY LARGE	2,842,230	1,410,419	6,030,493	2,834,499	47,685,936
72	IRRIGATION	1,077,456	2,329,365	65,866	390,491	55,073
73	OTHER ELECTRIC SERVICE	64,450	300,637	3,988	16,107	8,053
74	TO OTHERS FOR RESALE			64,532		1,462,805
75	TOTAL SALES OF ELEC ENERGY	25,488,005	35,866,900	21,171,269	28,907,982	50,460,162
76	OTHER OPERATING REVENUE	291,929	506,075	613,837	299,666	17,096
77	TOTAL OPERATING REVENUE	25,779,934	36,372,975	21,785,106	30,207,648	50,477,258
78	OTHER STATISTICS 12 31 92					
79	FULL TIME EMPLOYEES	93	167	72	77	11
80	TRANSMISSION MILES	229	298	26	84	
81	OVERHEAD DISTR MILES	2,207	2,745	1,327	853	398
82	UNDERGROUND DISTR MILES	172	208	496	132	2
83	CONSUMERS SERVED	24,413	32,135	14,298	25,118	1,915
84	CONSUMERS PER MILE	9.36	9.88	7.73	23.50	4.81
85	MWH GENERATED 1992	269,619	402,199	302,193	406,253	1,279,837
86	MWH PURCHASED 1992	447	593	647	718	580
87	RESDL CONS MTHLY KWH 1992	1.01	1.23	2.18	1.52	45.18
88	TIMES INTEREST EARNED RATIO	1.39	1.52	2.21	1.84	27.70
89	DEBT SERVICE COVERAGE	1,452,894	2,619,518	1,217,128	1,162,210	18,450
90	DEBT SERVICE PYMTS-REA	707,462	1,299,929	601,400	609,616	4,784
91	DEBT SERVICE PYMTS-OTHER	27.1	19.1	37.3	28.5	50.5
92	TOTAL EQUITY PCT OF ASSETS					

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

1993

## Loan, Operating, and Financial Statistics for REA Borrowers

ARIZONA							ARIZONA
Line No.	Item	ARIZONA-13 Navopache Electric Cooperative, Inc. Lakeside	ARIZONA-14 Sulphur Springs Valley Elec. Coop. Willcox	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	
1	REA LOANS APPROVED 12 31 93	31,229,000	61,149,053	29,157,070	29,072,992	1,195,157	
2	OTHER LOANS APPROVED	10,202,961	18,610,458	10,269,537	10,046,789	82,000	
3	DISTRIBUTION	35,574,519	71,524,805	36,575,017	35,929,209	924,900	
4	GENERATION & TRANSMISSION	5,350,230	7,104,297	2,416,002	2,846,233	229,157	
5	OTHER	506,912	1,130,409	436,588	542,339	103,100	
6	REA FUNDS ADVANCED	27,697,000	57,098,053	26,459,070	25,187,992	1,195,157	
7	REA DEBT SERVICE PYMTS						
8	INTEREST DUE & PAID	12,937,659	22,635,951	10,447,131	8,616,383	410,007	
9	PRINCIPAL DUE & PAID	10,372,144	20,693,178	8,064,121	5,958,088	1,062,016	
10	ADVANCE PAYMENTS		307,819	2,136,537	43,734		
11	ASSETS & OTHER DEBITS 12 31 93						
12	UTILITY PLANT IN SERVICE	48,499,580	83,167,735	47,284,852	45,807,928	4,161,376	
13	CONSTR WORK IN PROGRESS	48,731,609	1,701,680	1,678,615	1,314,654	21,425	
14	TOTAL UTILITY PLANT	48,731,189	84,869,415	48,963,467	47,122,582	4,182,801	
15	ACCUM PROV DEPREC & AMORT	17,846,459	23,182,027	10,084,665	13,492,835	1,909,610	
16	NET UTILITY PLANT	30,884,730	61,687,388	38,878,802	33,629,747	2,273,191	
17	INVEST IN ASSOC ORGANIZATION	5,263,995	3,592,031	2,493,180	2,020,397	278,457	
18	OTHER PROPERTY & INVESTMENTS	110,071	957,295	370,757	20,000	686,670	
19	CURRENT & ACCRUED ASSETS	4,830,955	7,776,678	5,591,574	8,942,849	6,427,107	
20	DEFERRED DEBITS	570,655	1,389,743	266,925	1,045,330	93,885	
21	TOTAL ASSETS & OTHER DEBITS	41,680,406	75,403,135	47,601,218	45,658,323	9,760,310	
22	LIABILITIES & OTHER CREDITS						
23	MEMBERSHIPS	108,605	126,385	68,230	107,510	7,045	
24	PATRONAGE CAP & OTHER EQTS	12,195,129	15,413,727	18,850,140	13,221,151	5,043,378	
25	TOTAL EQUITY	12,303,734	15,540,112	18,918,370	13,328,661	5,050,423	
26	REA LONG TERM DEBT	17,324,856	36,002,560	16,261,054	19,186,170	130,439	
27	OTHER LONG TERM DEBT	7,992,491	17,070,429	7,101,610	6,061,394	44,626	
28	OTHER NONCURRENT LIAB			88,084			
29	CURRENT & ACCRUED LIAB	3,341,227	4,799,107	2,903,546	4,796,739	4,536,843	
30	DEFERRED CREDITS	698,098	1,990,927	2,328,554	2,285,359	2,021 OR	
31	TOTAL LIAB & OTHER CREDITS	41,669,406	75,403,135	47,601,218	45,658,323	9,760,310	
32	REVENUES & EXPENSES 1993						
33	OPER REV & PATRONAGE CAPITAL	26,586,884	37,989,000	21,372,592	30,568,826	51,140,366	
34	OPERATING DEDUCTIONS TOTAL	24,097,889	33,773,841	18,345,284	28,313,382	50,795,362	
35	COST OF POWER	16,792,932	21,651,170	12,710,007	21,867,716	49,855,117	
36	DISTR EXPENSE OPERATION	950,203	1,431,857	742,048	636,644	162,925	
37	DISTR EXPENSE MAINTENANCE	731,969	1,032,097	596,153	575,621	55,486	
38	CUSTOMER ACCOUNTS	1,220,776	1,449,945	504,990	882,300	67,374	
39	CUSTOMER SERV & INFO EXP	141,733	257,228	86,657	110,066	2,886	
40	ADMIN & GENERAL EXPENSE	2,023,236	2,627,784	1,180,917	1,682,452	417,314	
41	SALES EXPENSE	722	206,547	2,324	122,279		
42	DEPREC & AMORT EXPENSE	1,562,528	2,709,843	1,361,608	1,381,869	166,174	
43	TAX EXPENSE	673,890	2,407,370	1,160,680	1,064,335	68,086	
44	UTILITY OPERATING MARGINS	2,488,895	4,215,159	3,027,308	2,255,444	345,004	
45	NONOPERATING MARGINS	94,277	291,411	272,995	298,051	111,495	
46	GEN & TRANS CAPITAL CREDITS	122,105					
47	OTHER CAP OR & PATRONAGE CAP	65,657	145,035	50,054	68,735	410	
48	INT ON LONG TERM DEBT - NET	1,266,043	2,876,606	1,269,435	1,426,285	8,914	
49	OTHER DEDUCTIONS	114,657	27,616	245,633	60,849	1,804	
50	NET MARGINS & PATRONAGE CAP	1,390,234	1,747,383	1,835,289	1,135,296	446,191	
51	SALES STATISTICS 1993						
52	AVG NUMBER CONSUMERS SERVED						
53	RESDL SERV FARM & NONFARM	21,874	26,845	14,093	22,784	1,651	
54	COMMERCIAL & INDUSTL SMALL	2,459	5,493	733	2,699	163	
55	COMMERCIAL & INDUSTL LARGE	3	2	5	3	2	
56	IRRIGATION	208	394	19	25	80	
57	OTHER ELECTRIC SERVICE	23	48	3	14	2	
58	TO OTHERS FOR RESALE			1		1	
59	TOTAL	24,567	32,782	14,854	25,525	1,899	
60	MWH SALES						
61	RESDL SERV FARM & NONFARM	117,367	190,544	111,057	196,857	11,787	
62	COMMERCIAL & INDUSTL SMALL	93,481	141,681	45,619	129,432	4,129	
63	COMMERCIAL & INDUSTL LARGE	27,867	24,091	69,438	50,038	1,169,972	
64	IRRIGATION	8,421	30,221	1,036	5,521	961	
65	OTHER ELECTRIC SERVICE	861	1,855	35	218	105	
66	TO OTHERS FOR RESALE			1,493		26,337	
67	TOTAL	248,013	388,392	228,678	382,066	1,213,291	
68	REVENUES & PATRONAGE CAPITAL						
69	RESDL SERV FARM & NONFARM	13,449,053	19,297,255	11,594,604	17,799,712	937,637	
70	COMMERCIAL & INDUSTL SMALL	9,464,248	13,739,272	4,685,390	9,833,823	308,533	
71	COMMERCIAL & INDUSTL LARGE	2,440,372	1,502,819	4,070,880	2,167,392	48,350,440	
72	IRRIGATION	891,423	2,595,672	90,182	412,779	68,562	
73	OTHER ELECTRIC SERVICE	69,190	311,697	3,884	17,243	7,887	
74	TO OTHERS FOR RESALE			155,154		1,410,670	
75	TOTAL SALES OF ELEC ENERGY	26,344,286	37,446,715	20,600,194	30,230,949	51,084,749	
76	OTHER OPERATING REVENUE	242,598	542,285	772,398	337,877	55,617	
77	TOTAL OPERATING REVENUE	26,586,884	37,989,000	21,372,592	30,568,826	51,140,366	
78	OTHER STATISTICS 12 31 93						
79	FULL TIME EMPLOYEES	94	169	72	78	11	
80	TRANSMISSION MILES	229	298	26	84		
81	OVERHEAD DISTR MILES	2,229	2,769	1,341	864	399	
82	UNDERGROUND DISTR MILES	180	218	531	151	2	
83	CONSUMERS SERVED	24,814	33,341	15,386	25,808	1,921	
84	CONSUMERS PER MILE	9.41	10.15	8.11	23.48	4.79	
85	MWH GENERATED 1993						
86	MWH PURCHASED 1993	267,559	419,894	242,434	406,765	1,215,517	
87	RESDL CONS MTHLY KWH 1993	447	591	657	720	595	
88	TIMES INTEREST EARNED RATIO	2.10	1.61	2.45	1.80	51.06	
89	DEBT SERVICE COVERAGE	2.11	1.76	2.39	2.02	29.28	
90	DEBT SERVICE PYMTS-REA	1,428,979	2,751,049	1,304,815	1,346,948	16,450	
91	DEBT SERVICE PYMTS-OTHER	570,978	1,429,215	563,450	609,717	4,784	
92	TOTAL EQUITY PCT OF ASSETS	29.5	20.6	39.7	29.2	51.7	

SEE ALPHABETIC FOOTNOTES AT END OF TABLES

AZ

## Loan, Operating, and Financial Statistics for RUS Borrowers

AZ

Item	AZ	13	AZ	14	AZ	20	AZ	22	AZ	23
1 RUS LOANS APPROVED 12 31 94		31,229,000		61,149,053		33,089,070		29,072,992		1,195,157
2 OTHER LOANS APPROVED		10,202,961		18,610,458		11,954,537		10,046,789		62,000
3 DISTRIBUTION		35,574,819		71,524,805		42,192,017		35,929,209		924,900
4 GENERATION & TRANSMISSION		5,350,230		7,104,297		2,416,002		2,648,233		229,157
5 OTHER		506,912		1,130,409		435,588		542,339		103,100
6 RUS FUNDS ADVANCED		29,463,000		59,123,553		29,157,070		28,663,992		1,195,157
7 RUS DEBT SERVICE PAYMENTS										
8 INTEREST DUE & PAID		13,799,473		24,317,919		11,329,286		9,571,722		415,475
9 PRINCIPAL DUE & PAID		10,942,632		21,729,368		8,507,494		6,440,668		1,072,998
10 ADVANCE PAYMENTS				333,200		811,009		45,962		
11 ASSETS & OTHER DEBITS 12 31 94										
12 UTILITY PLANT IN SERVICE		50,749,805				51,674,876		48,208,873		4,279,331
13 CONSTRUCTION WORK IN PROGRESS		328,911				1,037,285		1,030,494		26,836
14 TOTAL UTILITY PLANT		51,078,716				52,712,161		49,239,367		4,306,167
15 ACCUM PROV DEPREC & AMORT		19,241,227				11,191,120		14,954,029		2,098,613
16 NET UTILITY PLANT		31,837,489				41,521,041		34,285,338		2,207,554
17 INVEST IN ASSOC ORGANIZATION		5,418,997				2,484,473		1,993,494		274,134
18 OTHER PROPERTY		86,071				383,257		20,000		632,495
19 CURRENT & ACCRUED ASSETS		5,950,044				10,911,101		16,571,330		7,276,987
20 DEFERRED DEBITS		445,043				152,854		942,538		121,411
21 TOTAL ASSETS & OTHER DEBITS		43,737,644				55,452,726		53,812,700		10,512,581
22 LIABILITIES & OTHER CREDITS										
23 MEMBERSHIPS		111,370				73,445		108,510		7,165
24 PATRONAGE CAP & OTHER CREDITS		13,497,888				20,481,664		14,736,602		5,221,847
25 TOTAL EQUITY		13,609,258				20,555,109		14,845,112		5,229,012
26 RUS LONG TERM DEBT		18,520,367				19,840,296		22,177,362		119,423
27 OTHER LONG TERM DEBT		7,865,584				9,252,859		9,303,356		42,922
28 OTHER NONCURRENT LIABILITIES						82,750				
29 CURRENT & ACCRUED LIABILITIES		3,149,699				3,045,260		5,295,993		5,121,159
30 DEFERRED CREDITS		592,736				2,676,452		2,190,877		65
31 TOTAL LIAB & OTHER CREDITS		43,737,644				55,452,726		53,812,700		10,512,581
32 REVENUES & EXPENSES 1994										
33 OPER REV & PATRONAGE CAPITAL		28,172,354				22,730,029		32,482,243		52,846,996
34 OPERATING DEDUCTIONS TOTAL		25,725,649				19,667,852		29,631,235		52,475,030
35 COST OF POWER		18,020,552				13,125,913		22,977,693		51,507,282
36 DISTR EXPENSE OPERATION		845,146				982,648		548,965		167,717
37 DISTR EXPENSE MAINTENANCE		902,970				732,246		732,871		45,295
38 CUSTOMER ACCOUNTS		1,188,269				523,218		865,523		68,036
39 CUSTOMER SERV & INFO EXP		145,990				166,693		102,326		1,795
40 ADMIN & GENERAL EXPENSE		2,289,895				1,444,818		1,790,730		454,632
41 SALES EXPENSE		1,660				5,262		165,031		
42 DEPREC & AMORT EXPENSE		1,611,313				1,533,674		1,473,506		171,196
43 TAX EXPENSE		719,854				1,153,380		1,119,590		59,077
44 UTILITY OPERATING MARGINS		2,446,705				3,062,177		2,851,008		371,966
45 NONOPERATING MARGINS		164,603				431,708		516,489		139,629
46 GEN & TRANS CAPITAL CREDITS		148,332								
47 OTHER CAP CR & PATRONAGE CAP		39,375				45,682		62,002		181
48 INT ON LONG TERM DEBT - NET		1,276,526				1,464,884		1,651,695		8,370
49 OTHER DEDUCTIONS		75,890				60,347		89,186		1,868
50 NET MARGINS & PATRONAGE CAP		1,446,599				2,014,336		1,688,618		501,538
51 SALES STATISTICS 1994										
52 AVG NUMBER CONSUMERS SERVED										
53 RESDL SERV FARM & NONFARM		22,606				15,238		23,308		1,674
54 COMMERCIAL & INDUSTL SMALL		2,543				784		2,789		165
55 COMMERCIAL & INDUSTL LARGE		3				6		3		2
56 IRRIGATION		210				19		29		99
57 OTHER ELECTRIC SERVICE		23				3		14		2
58 TO OTHERS FOR RESALE						1				1
59 TOTAL		25,385				16,051		26,144		1,942
60 MWH SALES										
61 RESDL SERV FARM & NONFARM		121,083				125,727		220,425		12,489
62 COMMERCIAL & INDUSTL SMALL		97,484				52,792		139,243		4,425
63 COMMERCIAL & INDUSTL LARGE		31,195				63,390		64,165		1,215,957
64 IRRIGATION		8,499				2,336		5,894		1,453
65 OTHER ELECTRIC SERVICE		882				36		222		105
66 TO OTHERS FOR RESALE						2,017				27,033
67 TOTAL		259,142				246,299		429,949		1,261,462
68 REVENUES & PATRONAGE CAPITAL										
69 RESDL SERV FARM & NONFARM		14,141,417				12,737,774		18,763,585		949,604
70 COMMERCIAL & INDUSTL SMALL		9,899,009				5,327,456		9,949,124		311,252
71 COMMERCIAL & INDUSTL LARGE		2,739,836				3,472,973		2,965,718		50,055,061
72 IRRIGATION		894,827				209,650		433,258		97,182
73 OTHER ELECTRIC SERVICE		69,806				3,875		17,718		7,610
74 TO OTHERS FOR RESALE		174,971				197,237				1,400,128
75 TOTAL SALES OF ELEC ENERGY		27,919,866				21,948,965		32,129,404		52,820,837
76 OTHER OPERATING REVENUE		252,488				781,064		352,839		26,159
77 TOTAL OPERATING REVENUE		28,172,354				22,730,029		32,482,243		52,846,996
78 OTHER STATISTICS 12 31 94										
79 FULL TIME EMPLOYEES		95				76		71		11
80 TRANSMISSION MILES		229				22		84		
81 OVERHEAD DISTR MILES		2,254				1,353		880		402
82 UNDERGROUND DISTR MILES		189				581		162		2
83 CONSUMERS SERVED		25,712				16,599		26,512		1,961
84 CONSUMERS PER MILE		9.62				8.49		23.55		4.85
85 MWH GENERATED 1994										
86 MWH PURCHASED 1994		281,742				262,708		457,026		1,263,649
87 RESDL CONS MAHLY KWH 1994		446				688		788		622
88 TIMES INTEREST EARNED RATIO		2.13				2.38		2.02		60.92
89 DEBT SERVICE COVERAGE		2.15				2.34		2.17		32.16
90 DEBT SERVICE PAYMENTS-RUS		1,432,302				1,476,172		1,440,147		16,396
91 DEBT SERVICE PAYMENTS-OTHER		586,601				664,580		781,891		4,785
92 TOTAL EQUITY PCT OF ASSETS		31.12				37.07		27.59		49.74

SEE BORROWER NOTES AT END OF TABLES

1995

# Loan, Operating, and Financial Statistics for RUS Borrowers

ARIZONA							ARIZONA
Line No.	Item	ARIZONA-14 Sulphur Springs Valley Elec. Coop. Willcox	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance	
1	RUS LOANS APPROVED 12 31 95	65,128,053	33,089,070	33,507,992	1,195,157	28,609,000	
2	OTHER LOANS APPROVED	20,315,458	11,954,537	11,948,789	62,000	7,178,447	
3	DISTRIBUTION	77,103,905	42,192,017	41,212,507	924,900	34,123,137	
4	GENERATION & TRANSMISSION	7,209,197	2,416,002	3,609,935	229,157	1,364,862	
5	OTHER	7,430,409	435,588	542,339	103,100	289,448	
6	RUS FUNDS ADVANCED	61,149,053	31,123,070	28,683,992	1,195,157	20,888,000	
7	RUS DEBT SERVICE PYMTS						
8	INTEREST DUE & PAID	26,182,765	12,354,699	10,628,421	421,843	6,811,518	
9	PRINCIPAL DUE & PAID	22,779,008	9,056,011	7,015,284	1,084,764	3,323,240	
10	ADVANCE PAYMENTS	68,713		48,304			
11	ASSETS & OTHER DEBITS 12 31 95						
12	UTILITY PLANT IN SERVICE	35,083,571	55,709,318	50,552,920	4,488,617	116,245,635	
13	CONSTR WORK IN PROGRESS	2,839,579	1,893,365	1,588,597	409,479	10,239,288	
14	TOTAL UTILITY PLANT	37,923,150	57,602,683	52,141,517	4,898,096	126,485,223	
15	ACUM PROV DEPREC & AMORT	27,307,438	12,428,008	16,021,038	2,253,915	44,885,153	
16	NET UTILITY PLANT	70,615,712	45,174,677	36,098,481	2,644,181	81,600,070	
17	INVEST IN ASSOC ORGANIZATION	3,625,359	2,474,915	1,991,699	271,475	2,124,614	
18	OTHER PROPERTY & INVESTMENTS	1,463,050	364,603	20,000	691,849	433,583	
19	CURRENT & ACCRUED ASSETS	6,563,061	12,070,051	13,445,961	7,244,089	10,427,804	
20	DEFERRED DEBITS	98,318	92,889	1,202,679	102,302	2,939,255	
21	TOTAL ASSETS & OTHER DEBITS	82,365,500	60,177,135	52,758,820	10,953,896	97,519,326	
22	LIABILITIES & OTHER CREDITS						
23	MEMBERSHIPS	135,535	78,235	112,425	7,355		
24	PATRONAGE CAP & OTHER EQTS	18,259,491	20,839,920	15,427,298	5,491,642	61,211,085	
25	TOTAL EQUITY	18,395,026	20,918,155	15,539,723	5,498,997	61,211,085	
26	RUS LONG TERM DEBT	38,301,331	22,088,215	21,600,404	110,392	17,664,760	
27	OTHER LONG TERM DEBT	17,011,427	10,752,245	9,198,285	41,095	4,879,293	
28	OTHER NONCURRENT LIAB	1,351,817	76,083				
29	CURRENT & ACCRUED LIAB	5,485,484	3,012,867	4,303,580	5,303,237	7,084,046	
30	DEFERRED CREDITS	1,820,415	3,350,570	2,116,818	175	6,680,142	
31	TOTAL LIAB & OTHER CREDITS	82,365,500	60,177,135	52,758,820	10,953,896	97,519,326	
32	REVENUES & EXPENSES 1995						
33	OPER REV & PATRONAGE CAPITAL	41,951,661	23,991,945	32,888,499	56,182,195	36,761,209	
34	OPERATING DEDUCTIONS TOTAL	37,061,056	20,839,451	30,712,104	55,781,305	34,295,176	
35	COST OF POWER	22,854,264	13,678,695	23,772,931	54,704,079	20,534,412	
36	DISTR EXPENSE OPERATION	1,526,332	1,140,477	600,109	193,080	1,974,601	
37	DISTR EXPENSE MAINTENANCE	1,254,822	710,101	688,563	63,664	1,332,859	
38	CUSTOMER ACCOUNTS	1,586,224	564,275	567,946	77,729	1,653,297	
39	CUSTOMER SERV & INFO EXP	277,613	121,531	95,103	1,484	3,243	
40	ADMIN & GENERAL EXPENSE	3,570,070	1,595,970	2,179,713	486,584	4,136,794	
41	SALES EXPENSE	281,524	852	136,166		90,104	
42	DEPREC & AMORT EXPENSE	3,090,096	1,623,349	1,528,874	180,423	4,570,766	
43	TAX EXPENSE	2,540,121	1,406,201	1,144,689	52,262		
44	UTILITY OPERATING MARGINS	4,890,605	3,152,494	2,179,395	420,890	2,465,033	
45	NONOPERATING MARGINS	323,348 CR	569,559	735,193	190,642	153,167	
46	GEN & TRANS CAPITAL CREDITS						
47	OTHER CAP OR PATRONAGE CAP	127,866	63,541	94,803	515		
48	INT ON LONG TERM DEBT - NET	3,113,197	1,686,877	1,871,351	8,003	1,076,844	
49	OTHER DEDUCTIONS	22,365	63,413	147,150	2,050	103,362	
50	NET MARGINS & PATRONAGE CAP	1,559,561	2,055,304	987,690	601,994	1,467,994	
51	SALES STATISTICS 1995						
52	AVG NUMBER CONSUMERS SERVED						
53	RESDL SERV FARM & NONFARM	28,574	16,440	23,874	1,736	24,400	
54	COMMERCIAL & INDUSTL SMALL	6,105	842	2,873	171	2,800	
55	COMMERCIAL & INDUSTL LARGE	2	9	9	2	4	
56	IRRIGATION	389	22	29	94	74	
57	OTHER ELECTRIC SERVICE	46	5	14	2	333	
58	TO OTHERS FOR RESALE		1		1		
59	TOTAL	35,116	17,315	26,793	2,006	27,611	
60	MWH SALES						
61	RESDL SERV FARM & NONFARM	203,453	133,186	217,680	12,523	113,091	
62	COMMERCIAL & INDUSTL SMALL	156,522	61,702	141,537	4,657	152,409	
63	COMMERCIAL & INDUSTL LARGE	25,845	60,801	64,327	1,447,927	248,158	
64	IRRIGATION	31,159	2,444	5,992	1,244	1,126	
65	OTHER ELECTRIC SERVICE	1,898	47	223	107	11,653	
66	TO OTHERS FOR RESALE		2,111		26,930		
67	TOTAL	418,877	260,291	430,339	1,493,388	526,432	
68	REVENUES & PATRONAGE CAPITAL						
69	RESDL SERV FARM & NONFARM	21,868,885	13,608,366	18,824,616	974,792	8,851,251	
70	COMMERCIAL & INDUSTL SMALL	14,875,406	6,186,914	10,097,670	329,766	11,955,451	
71	COMMERCIAL & INDUSTL LARGE	1,800,554	3,055,431	3,082,068	53,368,273	14,706,891	
72	IRRIGATION	2,704,774	217,874	451,128	87,897	101,051	
73	OTHER ELECTRIC SERVICE	325,130	5,145	18,474	7,836	938,441	
74	TO OTHERS FOR RESALE		212,089		1,338,943		
75	TOTAL SALES OF ELEC ENERGY	41,375,749	23,263,821	32,474,156	56,127,607	36,553,104	
76	OTHER OPERATING REVENUE	575,912	728,124	414,343	54,688	208,105	
77	TOTAL OPERATING REVENUE	41,951,661	23,991,945	32,888,499	56,182,195	36,761,209	
78	OTHER STATISTICS 12 31 95						
79	FULL TIME EMPLOYEES	178	79	82	11	98	
80	TRANSMISSION MILES	298	22	84		472	
81	OVERHEAD DISTR MILES	2,826	1,371	891	403	5,257	
82	UNDERGROUND DISTR MILES	246	633	166	2	35	
83	CONSUMERS SERVED	35,612	17,758	27,095	2,032	28,046	
84	CONSUMERS PER MILE	10.67	8.77	23.74	5.02	4.87	
85	MWH GENERATED 1995						
86	MWH PURCHASED 1995	450,831	274,927	456,716	1,495,942	578,501	
87	RESDL CONS MTHLY KWH 1995	593	675	760	601	386	
88	TIMES INTEREST EARNED RATIO	1.50	2.23	1.53	76.22	2.36	
89	DEBT SERVICE COVERAGE	1.75	2.20	1.74	41.91	4.55	
90	DEBT SERVICE PYMTS-RUS	2,921,164	1,615,451	1,609,204	14,076	1,192,233	
91	DEBT SERVICE PYMTS-OTHER	1,524,600	814,213	913,228	4,784	371,334	
92	TOTAL EQUITY PCT OF ASSETS	22.3	34.7	29.4	50.2	62.7	

SEE BORROWER NOTES AT END OF TABLES

1996

## Loan, Operating, and Financial Statistics for RUS Borrowers

ARIZONA							ARIZONA
Line No.	Item	ARIZONA-14 Sulphur Springs Valley Elec. Coop. Willcox	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance	
1	RUS LOANS APPROVED 12 31 96	65,128,053	33,089,070	33,507,992	1,195,157	28,609,000	
2	OTHER LOANS APPROVED	20,315,458	11,954,537	11,946,789	62,000	7,178,447	
3	DISTRIBUTION	77,103,905	42,192,017	41,212,507	924,900	34,123,137	
4	GENERATION & TRANSMISSION	7,209,197	2,416,002	3,699,935	229,157	1,364,862	
5	OTHER	1,130,409	435,538	542,539	103,100	299,448	
6	RUS FUNDS ADVANCED	63,136,553	33,089,070	28,663,992	1,195,157	28,609,000	
7	RUS DEBT SERVICE PYMTS						
8	INTEREST DUE & PAID	28,061,996	13,551,871	11,636,919	426,562	7,892,079	
9	PRINCIPAL DUE & PAID	23,914,581	9,584,518	7,606,504	1,094,121	3,769,069	
10	ADVANCE PAYMENTS			50,767			
11	ASSETS & OTHER DEBITS 12 31 96						
12	UTILITY PLANT IN SERVICE	101,436,926	59,604,306	52,690,423	4,704,030	126,998,068	
13	CONSTR WORK IN PROGRESS	3,100,895	2,708,573	3,636,429	7,430 CR	9,086,398	
14	TOTAL UTILITY PLANT	104,537,821	62,312,879	56,326,852	4,696,600	136,084,466	
15	ACCUM PROV DEPREC & AMORT	29,781,435	12,798,900	17,976,405	2,456,305	46,930,448	
16	NET UTILITY PLANT	74,806,386	49,513,979	38,350,447	2,240,295	89,154,018	
17	INVEST IN ASSOC ORGANIZATION	3,600,105	2,466,711	1,314,566	271,353	2,248,908	
18	OTHER PROPERTY & INVESTMENTS	1,243,060	384,062	590,617	186,694	426,840	
19	CURRENT & ACCRUED ASSETS	5,612,628	13,073,776	11,341,281	8,527,508	16,076,089	
20	DEFERRED DEBITS	386,434	101,084	991,104	107,268	3,794,610	
21	TOTAL ASSETS & OTHER DEBITS	85,649,513	65,539,612	53,187,997	11,333,118	119,700,465	
22	LIABILITIES & OTHER CREDITS						
23	MEMBERSHIPS	139,375	83,660	115,100	7,565		
24	PATRONAGE CAP & OTHER EQTS	19,384,275	22,602,133	16,345,911	5,283,377	65,409,461	
25	TOTAL EQUITY	19,523,650	22,685,793	16,461,011	5,290,942	65,409,461	
26	RUS LONG TERM DEBT	39,223,972	22,875,362	20,861,368	101,036	24,899,931	
27	OTHER LONG TERM DEBT	18,249,424	10,815,491	9,063,789	38,136	10,402,060	
28	OTHER NONCURRENT LIAB	1,297,646	68,583				
29	CURRENT & ACCRUED LIAB	6,030,864	4,830,497	4,606,470	5,901,890	6,237,789	
30	DEFERRED CREDITS	1,329,957	4,763,866	2,185,319	174	6,811,274	
31	TOTAL LIAB & OTHER CREDITS	85,649,513	65,539,612	53,187,997	11,333,118	119,700,465	
32	REVENUES & EXPENSES 1996						
33	OPER REV & PATRONAGE CAPITAL	43,804,735	26,146,518	37,698,242	62,998,050	38,684,614	
34	OPERATING DEDUCTIONS TOTAL	39,517,550	22,492,186	35,362,334	62,636,167	34,310,902	
35	COST OF POWER	24,804,729	15,134,899	26,050,598	61,623,635	20,935,405	
36	DISTR EXPENSE OPERATION	1,637,048	1,067,061	427,413	224,092	1,557,450	
37	DISTR EXPENSE MAINTENANCE	1,462,048	729,822	623,011	59,309	946,245	
38	CUSTOMER ACCOUNTS	1,586,957	643,084	882,427	81,493	1,690,080	
39	CUSTOMER SERV & INFO EXP	322,746	114,393	85,443	2,021	4,698	
40	ADMIN & GENERAL EXPENSE	3,939,484	1,400,208	2,402,129	511,940	4,543,379	
41	SALES EXPENSE	257,778	285	132,872		37,852	
42	DEPREC & AMORT EXPENSE	3,314,245	1,755,937	1,539,976	186,418	4,583,593	
43	TAX EXPENSE	2,792,617	1,556,717	1,218,493	47,049		
44	UTILITY OPERATING MARGINS	4,287,085	3,654,322	2,935,908	361,893	4,353,712	
45	NONOPERATING MARGINS	206,592	655,530	504,943	210,607 CR	698,185	
46	GEN & TRANS CAPITAL CREDITS						
47	OTHER CAP CR & PATRONAGE CAP	117,817	65,070	78,598	299		
48	INT ON LONG TERM DEBT - NET	3,057,815	1,698,804	1,724,101	7,545	1,503,227	
49	OTHER DEDUCTIONS	39,007	67,524	90,945	2,116	28,602	
50	NET MARGINS & PATRONAGE CAP	1,514,672	2,406,594	1,102,403	141,914	3,520,068	
51	SALES STATISTICS 1996						
52	AVG NUMBER CONSUMERS SERVED						
53	RESDL SERV FARM & NONFARM	29,478	17,570	24,397	1,808	25,115	
54	COMMERCIAL & INDUSTL SMALL	6,434	903	2,982	171	2,970	
55	COMMERCIAL & INDUSTL LARGE	2	5	4	2	4	
56	IRRIGATION	392	29	29	100	77	
57	OTHER ELECTRIC SERVICE	93	7	14	2	934	
58	TO OTHERS FOR RESALE				1		
59	TOTAL	36,344	18,513	27,405	2,083	28,499	
60	MWH SALES						
61	RESDL SERV FARM & NONFARM	213,833	149,423	240,527	13,507	118,118	
62	COMMERCIAL & INDUSTL SMALL	157,208	66,380	149,154	4,725	166,592	
63	COMMERCIAL & INDUSTL LARGE	31,948	69,704	163,538	1,670,988	236,620	
64	IRRIGATION	83,821	1,918	6,673	1,793	1,362	
65	OTHER ELECTRIC SERVICE	1,901	62	224	113	12,604	
66	TO OTHERS FOR RESALE				28,171		
67	TOTAL	448,711	287,487	560,115	1,719,296	535,297	
68	REVENUES & PATRONAGE CAPITAL						
69	RESDL SERV FARM & NONFARM	22,424,406	15,251,101	20,709,125	1,054,252	9,239,367	
70	COMMERCIAL & INDUSTL SMALL	15,635,449	6,571,023	10,930,024	332,628	13,402,342	
71	COMMERCIAL & INDUSTL LARGE	2,005,614	3,341,868	5,163,540	60,363,998	14,599,939	
72	IRRIGATION	2,829,656	178,992	488,704	124,094	106,057	
73	OTHER ELECTRIC SERVICE	326,537	6,890	18,118	6,401	1,031,650	
74	TO OTHERS FOR RESALE				1,093,885		
75	TOTAL SALES OF ELEC ENERGY	43,221,564	25,449,874	37,309,506	62,977,258	38,381,355	
76	OTHER OPERATING REVENUE	583,170	695,543	388,736	20,792	283,259	
77	TOTAL OPERATING REVENUE	43,804,734	26,146,517	37,698,242	62,998,050	38,664,614	
78	OTHER STATISTICS 12 31 96						
79	FULL TIME EMPLOYEES	174	83	79	12	99	
80	TRANSMISSION MILES	298	22	84		472	
81	OVERHEAD DISTR MILES	2,845	1,375	901	406	5,447	
82	UNDERGROUND DISTR MILES	266	703	175	2	36	
83	CONSUMERS SERVED	36,952	19,088	27,626	2,104	28,900	
84	CONSUMERS PER MILE	10.84	9.09	23.81	5.16	4.85	
85	MWH GENERATED 1996						
86	MWH PURCHASED 1996	481,732	303,920	588,144	1,721,767	576,580	
87	RESDL CONS MTHLY KWH 1996	604	709	822	623	392	
88	TIMES INTEREST EARNED RATIO	1.50	2.27	1.64	19.81	3.34	
89	DEBT SERVICE COVERAGE	1.78	2.24	1.78	17.81	5.47	
90	DEBT SERVICE PYMTS - RUS	3,015,094	1,793,144	1,602,280	14,076	1,529,389	
91	DEBT SERVICE PYMTS - OTHER	1,470,623	914,371	847,637	4,784	231,305	
92	TOTAL EQUITY PCT OF ASSETS	22.7	34.6	30.9	46.6	57.5	

SEE BORROWER NOTES AT END OF TABLES

1997

## Loan, Operating, and Financial Statistics for RUS Borrowers

## ARIZONA

## ARIZONA

Line No.	Item	ARIZONA-14 Sulphur Springs Valley Elec. Coop. Willcox	ARIZONA-20 Trico Electric Cooperative, Inc. Tucson	ARIZONA-22 Mohave Electric Cooperative, Inc. Bullhead City	ARIZONA-23 Duncan Valley Elec. Coop., Inc. Duncan	ARIZONA-27 Navajo Tribal Utility Authority Fort Defiance
1	RUS LOANS APPROVED 12 31 97	65,128,053	40,999,070	33,507,992	1,195,157	98,109,000
2	OTHER LOANS APPROVED	20,315,458	15,344,537	11,946,786	62,000	11,678,447
3	DISTRIBUTION	77,103,905	53,232,017	41,212,507	924,900	47,798,052
4	GENERATION & TRANSMISSION	7,209,197	2,676,002	3,699,935	229,157	2,689,947
5	OTHER	1,130,409	435,588	542,839	103,100	299,448
6	RUS FUNDS ADVANCED	65,022,553	33,089,070	28,663,992	1,195,157	26,609,000
7	RUS DEBT SERVICE PYMTS					
8	INTEREST DUE & PAID	29,992,800	14,732,438	12,620,690	490,945	9,001,058
9	PRINCIPAL DUE & PAID	25,132,972	10,149,427	5,218,701	1,103,765	4,300,586
10	ADVANCE PAYMENTS			53,948		
11	ASSETS & OTHER DEBITS 12 31 97					
12	UTILITY PLANT IN SERVICE	105,038,173	66,479,558	57,958,949	4,942,707	141,824,634
13	CONSTR WORK IN PROGRESS	3,988,545	2,087,580	37,539	15,205 CR	8,567,307
14	TOTAL UTILITY PLANT	109,026,718	68,567,138	57,996,488	4,927,502	150,391,941
15	ACQU PROV DEPRECO & AMORT	32,556,304	19,954,787	18,603,408	2,670,700	53,951,925
16	NET UTILITY PLANT	76,470,414	54,612,351	38,793,080	2,256,802	96,440,016
17	INVEST IN ASSOC ORGANIZATION	9,583,865	2,459,318	1,310,243	321,228	2,250,244
18	OTHER PROPERTY & INVESTMENTS	1,096,731	879,132	537,802	127,788	409,976
19	CURRENT & ACCRUED ASSETS	5,329,804	9,087,797	10,318,481	8,805,844	19,838,508
20	DEFERRED DEBITS	585,700	55,777	876,524	77,985	3,947,585
21	TOTAL ASSETS & OTHER DEBITS	87,066,514	66,594,375	51,834,130	11,589,647	116,286,329
22	LIABILITIES & OTHER CREDITS					
23	MEMBERSHIPS	144,770		118,435	7,720	
24	PATRONAGE CAP & OTHER EQTS	20,567,502	23,659,724	16,944,823	5,903,050	67,967,725
25	TOTAL EQUITY	20,712,272	23,659,724	17,061,258	5,910,770	67,967,725
26	RUS LONG TERM DEBT	39,889,581	22,388,543	20,392,384	91,892	23,729,502
27	OTHER LONG TERM DEBT	17,805,872	10,079,892	8,911,526	37,037	10,560,916
28	OTHER NONCURRENT LIAB	1,261,654	62,083			
29	CURRENT & ACCRUED LIAB	5,836,299	4,526,882	3,810,864	5,550,274	5,800,662
30	DEFERRED CREDITS	1,560,836	5,875,151	1,658,098	174	6,227,624
31	TOTAL LIAB & OTHER CREDITS	87,066,514	66,594,375	51,834,130	11,589,647	116,286,329
32	REVENUES & EXPENSES 1997					
33	OPER REV & PATRONAGE CAPITAL	45,371,951	28,763,493	42,611,793	64,121,972	36,926,061
34	OPERATING DEDUCTIONS TOTAL	41,050,427	24,718,957	40,825,995	63,718,794	35,679,606
35	COST OF POWER	24,950,315	16,818,976	32,948,106	62,459,798	20,914,607
36	DISTR EXPENSE OPERATION	1,557,430	1,027,086	591,347	213,913	2,082,059
37	DISTR EXPENSE MAINTENANCE	1,518,481	735,686	609,216	71,019	922,745
38	CUSTOMER ACCOUNTS	1,729,917	782,108	935,217	86,276	1,622,919
39	CUSTOMER SERV & INFO EXP	337,040	109,996	113,282	7,810	5,122
40	ADMIN & GENERAL EXPENSE	4,204,903	1,711,534	2,421,761	638,286	5,124,495
41	SALES EXPENSE	259,797	8,797	86,506		78,890
42	DEPRECO & AMORT EXPENSE	3,519,028	1,927,225	1,659,112	195,002	4,928,769
43	TAX EXPENSE	2,963,516	1,597,568	1,261,448	52,690	
44	UTILITY OPERATING MARGINS	4,320,924	4,044,536	1,985,798	403,178	3,246,455
45	NONOPERATING MARGINS	246,242	531,960	549,325	221,045	675,678
46	GEN & TRANS CAPITAL CREDITS					
47	OTHER CAP CR & PATRONAGE CAP	114,947	67,478	71,256	275	
48	INT ON LONG TERM DEBT - NET	3,099,273	1,886,344	1,661,049	7,068	1,784,337
49	OTHER DEDUCTIONS	22,945	71,822	83,277	2,064	3,401
50	NET MARGINS & PATRONAGE CAP	1,561,895	2,685,808	862,053	615,366	2,334,395
51	SALES STATISTICS 1997					
52	AVG NUMBER CONSUMERS SERVED					
53	RESDL SERV FARM & NONFARM	31,618	18,922	24,652	1,871	25,905
54	COMMERCIAL & INDUSTRY SMALL	5,694	954	2,996	172	3,049
55	COMMERCIAL & INDUSTRY LARGE	6	5	3	2	5
56	IRRIGATION	368	20	20	101	77
57	OTHER ELECTRIC SERVICE	36	6	14	2	359
58	TO OTHERS FOR RESALE					
59	TOTAL	38,712	19,907	27,685	2,149	29,394
60	MWH SALES					
61	RESDL SERV FARM & NONFARM	223,713	164,030	243,777	13,915	122,840
62	COMMERCIAL & INDUSTRY SMALL	159,309	73,300	153,599	4,624	158,513
63	COMMERCIAL & INDUSTRY LARGE	39,444	74,499	67,885	1,573,087	287,336
64	IRRIGATION	35,085	2,062	3,966	1,298	1,186
65	OTHER ELECTRIC SERVICE	1,915	58	269,682	113	13,717
66	TO OTHERS FOR RESALE					
67	TOTAL	459,464	313,949	788,909	1,621,925	583,592
68	REVENUES & PATRONAGE CAPITAL					
69	RESDL SERV FARM & NONFARM	23,606,084	16,829,644	21,098,175	1,088,528	9,328,113
70	COMMERCIAL & INDUSTRY SMALL	15,067,530	7,277,359	10,932,442	327,279	12,158,782
71	COMMERCIAL & INDUSTRY LARGE	2,895,581	3,705,422	3,281,254	61,151,518	15,247,674
72	IRRIGATION	2,863,525	143,696	280,788	95,516	95,249
73	OTHER ELECTRIC SERVICE	333,970	6,480	6,672,934	8,412	1,069,556
74	TO OTHERS FOR RESALE					
75	TOTAL SALES OF ELEC ENERGY	44,767,690	27,962,801	42,265,593	64,083,033	37,699,574
76	OTHER OPERATING REVENUE	603,661	800,692	346,200	38,939	1,026,467
77	TOTAL OPERATING REVENUE	45,371,951	28,763,493	42,611,793	64,121,972	38,926,061
78	OTHER STATISTICS 12 31 97					
79	FULL TIME EMPLOYEES	167	82	74	12	96
80	TRANSMISSION MILES	298	22	93		472
81	OVERHEAD DISTR MILES	2,864	1,389	895	410	5,572
82	UNDERGROUND DISTR MILES	277	760	184	2	36
83	CONSUMERS SERVED	39,943	20,527	27,900	2,186	29,603
84	CONSUMERS PER MILE	11.61	9.37	23.79	5.31	4.87
85	MWH GENERATED 1997					
86	MWH PURCHASED 1997	496,831	332,929	705,405	1,724,467	634,025
87	RESDL COONS MTHLY KWH 1997	590	722	824	620	395
88	TIMES INTEREST EARNED RATIO	1.50	2.42	1.52	88.06	2.31
89	DEBT SERVICE COVERAGE	1.72	2.38	1.72	43.45	3.30
90	DEBT SERVICE PYMTS-RUS	3,149,604	1,798,278	1,598,449	14,027	1,640,796
91	DEBT SERVICE PYMTS-OTHER	1,606,022	930,734	826,970	4,785	1,101,974
92	TOTAL EQUITY PCT OF ASSETS	23.7	35.5	32.9	51.0	58.4

SEE BORROWER NOTES AT END OF TABLES

Loan, Operating, and Financial Statistics for RUS Borrowers

1998

ARIZONA

ARIZONA

Item number and description	AZ014 Sulphur Springs Valley Elec. Coop. Willcox	AZ020 Trico Electric Cooperative, Inc. Tucson	AZ022 Mohave Electric Cooperative, Inc. Bullhead City	AZ023 Duncan Valley Elec. Coop., Inc. Duncan	AZ027 Navajo Tribal Utility Authority Fort Defiance
1 RUS LOANS APPROVED 12/31/98	70,916,053	40,999,070	33,507,992	1,195,157	39,109,000
2 OTHER LOANS APPROVED	24,029,458	15,344,537	11,846,789	62,000	11,878,447
3 DISTRIBUTION	66,315,110	53,232,017	41,212,507	924,900	47,798,052
4 GENERATION & TRANSMISSION	7,499,992	2,676,002	3,699,935	229,157	2,689,947
5 OTHER	1,130,409	435,588	542,339	103,100	299,448
6 RUS FUNDS ADVANCED	66,358,553	37,044,070	32,931,492	1,195,157	28,609,000
7 RUS DEBT SERVICE PYMTS					
8 INTEREST DUE & PAID	31,893,122	16,026,184	13,741,483	434,984	10,087,443
9 PRINCIPAL DUE & PAID	26,390,379	10,736,919	8,884,502	1,111,648	4,879,540
10 ADVANCE PAYMENTS			56,086		
11 ASSETS & OTHER DEBITS 12/31/98					
12 UTILITY PLANT IN SERVICE	108,542,846	72,296,522	58,700,391	5,429,093	153,856,217
13 CONSTR WORK IN PROGRESS	7,683,579	1,683,463	660,777	181,893	5,085,779
14 TOTAL UTILITY PLANT	116,226,425	73,979,985	59,361,168	5,610,986	158,941,996
15 ACCUM PROV DEPREC & AMORT	36,144,006	15,449,495	19,719,372	2,875,862	59,294,070
16 NET UTILITY PLANT	80,082,419	58,530,490	39,641,796	2,734,624	99,647,926
17 INVEST IN ASSOC ORGANIZATION	3,554,485	2,445,495	1,312,672	321,096	2,248,054
18 OTHER PROPERTY & INVESTMENTS	1,054,199	204,843	484,220	86,729	336,175
19 CURRENT & ACCRUED ASSETS	5,304,281	9,462,085	15,778,343	6,088,292	15,465,395
20 DEFERRED DEBITS	4,223	(259)	1,431,748	28,216	4,189,008
21 TOTAL ASSETS & OTHER DEBITS	89,999,587	70,640,654	58,658,779	9,269,157	121,926,508
22 LIABILITIES & OTHER CREDITS 12/31/98					
23 MEMBERSHIPS	147,923		119,220		
24 PATRONAGE CAP & OTHER EQTS	18,417,281	24,211,062	17,165,798	7,355,808	71,489,372
25 TOTAL EQUITY	18,565,204	24,211,062	17,284,958	7,355,808	71,489,372
26 RUS LONG-TERM DEBT	39,998,174	26,307,151	23,991,365	83,509	23,729,460
27 OTHER LONG-TERM DEBT	17,337,434	10,090,074	10,648,165	34,788	9,537,769
28 OTHER NONCURRENT LIAB	1,258,941	67,332			
29 CURRENT & ACCRUED LIAB	10,879,074	3,630,046	5,002,769	1,788,565	8,055,292
30 DEFERRED CREDITS	1,952,760	6,334,989	1,731,522	6,487	9,114,615
31 TOTAL LIAB & OTHER CREDITS	89,999,587	70,640,654	58,658,779	9,269,157	121,926,508
32 REVENUES & EXPENSES 12/31/98					
33 OPER REV & PATRONAGE CAPITAL	46,847,816	31,376,089	44,391,307	46,077,584	39,737,689
34 OPERATING DEDUCTIONS TOTAL	45,702,171	27,012,770	42,662,153	46,229,014	36,782,758
35 COST OF POWER	25,818,229	18,990,549	34,609,389	45,041,548	21,777,719
36 DISTR EXPENSE - OPERATION	3,063,990	2,551,396	628,514	348,701	1,897,602
37 DISTR EXPENSE - MAINTENANCE	1,669,066	796,960	755,581	80,063	924,816
38 CUSTOMER ACCOUNTS	2,357,026	892,892	1,018,754	147,847	1,658,346
39 CUSTOMER SERV & INFO EXP	673,276	136,995	107,744	19,774	5,249
40 ADMIN & GENERAL EXPENSE	5,882,110	2,071,375	2,508,872	391,134	5,095,234
41 SALES EXPENSE	396,258	31,226	130,473		18,916
42 DEPREC & AMORT EXPENSE	3,618,554	2,141,492	1,709,577	199,927	5,384,876
43 TAX EXPENSE	2,410,862	(116)	1,194,869		
44 UTILITY OPERATING MARGINS	1,147,645	4,363,319	1,729,154	(151,430)	2,974,931
45 NONOPERATING MARGINS	168,281	389,247	524,916	1,503,832	1,087,000
46 GEN & TRANS CAPITAL CREDITS					
47 OTHER CAP CR & PATRONAGE CAP	108,006	66,768	83,121	254	
48 INT ON LONG-TERM DEBT - NET	3,047,846	1,990,473	1,891,199	6,584	1,732,728
49 OTHER DEDUCTIONS	135,833	83,803	83,900	2,239	2,470
50 NET MARGINS & PATRONAGE CAP	(1,759,747)	2,745,056	362,092	1,443,833	2,328,733
51 SALES STATISTICS 1998					
52 AVG NUMBER CONSUMERS SERVED					
53 RESOL SERV FARM & NONFARM	32,526	20,318	25,136	1,909	26,750
54 COMMERCIAL & INDUST, SMALL	6,798	1,012	3,034	198	2,613
55 COMMERCIAL & INDUSTL, LARGE	4	5	3	2	5
56 IRRIGATION	373	23	19	99	76
57 OTHER ELECTRIC SERVICE	40	6	13	2	362
58 TO OTHERS FOR RESALE				1	
59 TOTAL	39,742	21,364	28,206	2,210	30,006
60 MWH SALES					
61 RESOL SERV FARM & NONFARM	236,283	181,166	241,024	14,293	130,739
62 COMMERCIAL & INDUSTL, SMALL	172,516	78,464	151,828	5,129	158,843
63 COMMERCIAL & INDUSTL, LARGE	31,865	85,075	63,368	999,802	294,667
64 IRRIGATION	33,699	2,639	3,408	1,391	1,355
65 OTHER ELECTRIC SERVICE	1,941	81	205		13,719
66 TO OTHERS FOR RESALE			355,813	25,220	
67 TOTAL	476,304	347,405	815,644	1,015,948	599,324
68 REVENUES & PATRONAGE CAPITAL					
69 RESOL SERV FARM & NONFARM	24,547,145	18,438,409	20,847,985	1,129,567	10,060,324
70 COMMERCIAL & INDUSTL, SMALL	16,183,298	7,807,303	10,737,749	359,414	12,046,942
71 COMMERCIAL & INDUSTL, LARGE	2,286,645	4,060,714	2,887,609	43,224,551	15,459,659
72 IRRIGATION	2,890,149	185,641	242,827	100,441	105,096
73 OTHER ELECTRIC SERVICE	337,612	6,794	15,222	8,506	1,068,429
74 TO OTHERS FOR RESALE			9,173,872	1,240,960	
75 TOTAL SALES OF ELEC ENERGY	46,194,987	30,508,861	43,975,244	46,073,539	38,750,350
76 OTHER OPERATING REVENUE	652,829	867,228	416,063	4,045	987,339
77 TOTAL OPERATING REVENUE	46,847,816	31,376,089	44,391,307	46,077,584	39,737,689
78 OTHER STATISTICS 12/31/98					
79 FULL TIME EMPLOYEES	161	86	78	12	102
80 TRANSMISSION MILES	288	22	94		513
81 OVERHEAD DISTR MILES	2,877	1,397	910	424	5,637
82 UNDERGROUND DISTR MILES	286	865	203	2	37
83 CONSUMERS SERVED	38,976	22,033	28,572	2,227	30,420
84 CONSUMERS PER MILE	11.26	9.65	23.66	5.23	4.82
85 MWH GENERATED 1998					
86 MWH PURCHASED 1998	508,630	363,495	842,280	1,018,221	689,858
87 RESDL CONS MTHLY KWH 1998	605	743	799	624	407
88 TIMES INTEREST EARNED RATIO	0.42	2.38	1.19	220.29	2.34
89 DEBT SERVICE COVERAGE	1.03	2.42	1.45	98.73	3.38
90 DEBT SERVICE PYMTS - RUS	3,157,729	1,924,088	1,808,712	11,932	1,665,040
91 DEBT SERVICE PYMTS - OTHER	1,816,012	922,143	931,050	4,783	1,128,770
92 TOTAL EQUITY PCT OF ASSETS	20.63	34.27	29.47	79.36	58.63

SEE BORROWER NOTES AT END OF TABLES

1999

## Loan, Operating, and Financial Statistics for RUS Borrowers

## ALASKA

## ARIZONA

Item number and description	AK029 I-N-N Electric Cooperative, Inc. Iliamna	AZ013 Navopache Electric Cooperative, Inc. Lakeside	AZ014 Sulphur Springs Valley Elec. Coop. Willcox	AZ020 Trico Electric Cooperative, Inc. Tucson	AZ022 Mohave Electric Cooperative, Inc. Bullhead City
1 RUS LOANS APPROVED 12/31/99	3,500,000	39,558,663	70,916,053	40,999,070	33,507,982
2 OTHER LOANS APPROVED		10,202,961	24,029,458	15,344,537	11,946,789
3 DISTRIBUTION		43,601,256	88,315,110	53,232,017	41,212,507
4 GENERATION & TRANSMISSION	3,500,000	5,753,456	7,499,992	2,676,002	3,699,935
5 OTHER		506,912	1,130,409	435,588	542,339
6 RUS FUNDS ADVANCED	3,300,000	38,349,000	67,919,553	40,739,070	33,507,982
7 RUS DEBT SERVICE PYMTS					
8 INTEREST DUE & PAID	168,616	18,837,978	33,816,149	17,351,304	14,813,286
9 PRINCIPAL DUE & PAID		14,177,139	27,683,458	11,390,895	9,599,925
10 ADVANCE PAYMENTS					56,878
11 ASSETS & OTHER DEBITS 12/31/99					
12 UTILITY PLANT IN SERVICE	6,934,455	64,161,549	116,842,948	77,034,890	60,448,974
13 CONSTR WORK IN PROGRESS	25,528	4,829,777	6,074,120	4,890,529	253,358
14 TOTAL UTILITY PLANT	6,959,983	68,991,326	122,917,068	81,715,518	60,702,332
15 ACCUM PROV DEPREC & AMORT	1,741,441	27,137,058	39,105,081	17,495,654	20,844,167
16 NET UTILITY PLANT	5,218,540	41,854,268	83,810,987	64,219,865	39,858,165
17 INVEST IN ASSOC ORGANIZATION	177,495	2,955,702	3,524,106	2,437,631	1,313,089
18 OTHER PROPERTY & INVESTMENTS	26,000	43,380	916,925	212,211	440,636
19 CURRENT & ACCRUED ASSETS	991,161	4,494,142	4,533,441	10,840,039	17,358,637
20 DEFERRED DEBITS	20,372	335,478	(23,882)	220,211	1,558,462
21 TOTAL ASSETS & OTHER DEBITS	6,433,568	49,682,930	92,661,597	77,930,257	60,534,991
22 LIABILITIES & OTHER CREDITS 12/31/99					
23 MEMBERSHIPS	1,525	126,670	153,189		122,520
24 PATRONAGE CAP & OTHER EQTS	1,425,309	10,752,524	21,108,463	25,702,577	18,827,050
25 TOTAL EQUITY	1,426,834	10,879,194	21,261,652	25,702,577	18,949,570
26 RUS LONG-TERM DEBT	3,300,000	24,171,861	40,236,095	28,348,175	23,849,189
27 OTHER LONG-TERM DEBT	1,629,400	8,218,821	20,634,277	13,199,138	10,460,020
28 OTHER NONCURRENT LIAB		341,256	1,162,212	75,324	
29 CURRENT & ACCRUED LIAB	77,334	4,705,340	7,546,938	3,904,014	5,839,235
30 DEFERRED CREDITS		1,366,458	1,820,423	5,711,029	1,436,877
31 TOTAL LIAB & OTHER CREDITS	6,433,568	49,682,930	92,661,597	77,930,257	60,534,991
32 REVENUES & EXPENSES 12/31/99					
33 OPER REV & PATRONAGE CAPITAL	1,113,855	29,268,552	47,273,359	33,084,805	52,333,975
34 OPERATING DEDUCTIONS TOTAL	880,031	28,293,278	41,542,610	28,523,137	49,346,193
35 COST OF POWER	332,700	17,794,286	28,185,427	19,296,081	41,168,078
36 DISTR EXPENSE - OPERATION	24,891	2,068,194	3,450,577	2,649,479	1,704,195
37 DISTR EXPENSE - MAINTENANCE	68,485	1,114,243	1,543,946	933,147	868,558
38 CUSTOMER ACCOUNTS	22,423	1,959,100	2,510,380	1,102,827	1,197,705
39 CUSTOMER SERV & INFO EXP		331,376	538,658	162,719	125,982
40 ADMIN & GENERAL EXPENSE	282,068	2,925,199	2,533,205	1,804,978	2,676,946
41 SALES EXPENSE		83,182	425,262	97,178	168,121
42 DEPREC & AMORT EXPENSE	167,262	2,013,777	3,866,627	2,446,627	1,420,167
43 TAX EXPENSE	1,202	3,904	506,528	101	16,440
44 UTILITY OPERATING MARGINS	233,824	975,278	5,730,549	4,561,668	2,987,782
45 NONOPERATING MARGINS	32,526	13,036	134,033	357,169	675,933
46 GEN & TRANS CAPITAL CREDITS					
47 OTHER CAP CR & PATRONAGE CAP	30,325	117,567	120,089	83,899	85,860
48 INT ON LONG-TERM DEBT - NET	203,860	1,684,979	3,137,074	2,178,454	1,959,584
49 OTHER DEDUCTIONS		46,952	156,416	75,142	75,967
50 NET MARGINS & PATRONAGE CAP	92,815	(626,049)	2,691,181	2,749,180	1,714,044
51 SALES STATISTICS 1999					
52 AVG NUMBER CONSUMERS SERVED					
53 RESDL SERV FARM & NONFARM	212	27,030	32,131	21,761	25,910
54 COMMERCIAL & INDUSTL, SMALL	111	2,830	6,532	1,066	3,104
55 COMMERCIAL & INDUSTL, LARGE		4	4	5	3
56 IRRIGATION		205	354	27	20
57 OTHER ELECTRIC SERVICE		23	40	6	14
58 TO OTHERS FOR RESALE					1
59 TOTAL	323	30,092	39,361	22,864	29,052
60 MWH SALES					
61 RESDL SERV FARM & NONFARM	917	149,464	233,372	194,915	252,412
62 COMMERCIAL & INDUSTL, SMALL	1,571	114,748	177,459	83,171	169,911
63 COMMERCIAL & INDUSTL, LARGE		27,320	32,411	85,828	71,352
64 IRRIGATION		7,408	31,300	2,946	3,822
65 OTHER ELECTRIC SERVICE		884	1,979	64	207
66 TO OTHERS FOR RESALE					438,189
67 TOTAL	2,489	299,824	476,521	368,424	925,903
68 REVENUES & PATRONAGE CAPITAL					
69 RESDL SERV FARM & NONFARM	458,085	15,891,941	23,451,519	20,005,194	22,524,488
70 COMMERCIAL & INDUSTL, SMALL	647,278	10,363,511	17,551,386	8,339,457	11,757,856
71 COMMERCIAL & INDUSTL, LARGE		1,742,158	2,272,366	3,551,675	3,431,352
72 IRRIGATION		741,059	2,940,160	226,428	297,286
73 OTHER ELECTRIC SERVICE		67,368	344,050	6,981	15,941
74 TO OTHERS FOR RESALE					13,905,295
75 TOTAL SALES OF ELEC ENERGY	1,105,363	28,806,035	46,559,491	32,129,735	51,932,016
76 OTHER OPERATING REVENUE	8,494	462,517	713,868	955,070	401,859
77 TOTAL OPERATING REVENUE	1,113,857	29,268,552	47,273,359	33,084,805	52,333,975
78 OTHER STATISTICS 12/31/99					
79 FULL TIME EMPLOYEES	4	107	129	89	70
80 TRANSMISSION MILES	7	229	298	22	94
81 OVERHEAD DISTR MILES	5	2,373	2,926	1,409	920
82 UNDERGROUND DISTR MILES	50	253	327	944	207
83 CONSUMERS SERVED	292	30,539	39,524	23,506	29,564
84 CONSUMERS PER MILE	4.73	10.70	11.13	8.90	24.20
85 MWH GENERATED 1999	3,099				
86 MWH PURCHASED 1999		323,885	519,066	365,812	951,017
87 RESDL CONS MTHLY KWH 1999	361	461	805	745	812
88 TIMES INTEREST EARNED RATIO	1.46	0.63	1.86	2.26	1.87
89 DEBT SERVICE COVERAGE	1.50	1.15	2.00	2.34	2.69
90 DEBT SERVICE PYMTS - RUS	168,616	1,920,631	3,216,108	2,000,564	1,890,871
91 DEBT SERVICE PYMTS - OTHER	141,194	759,702	1,631,204	1,144,269	
92 TOTAL EQUITY PCT OF ASSETS	22.18	21.90	22.95	32.98	31.30

SEE BORROWER NOTES AT END OF TABLES

Loan, Operating, and Financial Statistics for RUS Borrowers

2000

ARIZONA

ARIZONA

Item number and description	AZ020 Trico Electric Cooperative, Inc. Tucson	AZ022 Mohave Electric Cooperative, Inc. Bullhead City	AZ023 Duncan Valley Elec. Coop., Inc. Duncan	AZ027 Navajo Tribal Utility Authority Fort Defiance	AZ030 Tohono O'odham Utility Authority Sells
1 RUS LOANS APPROVED 12/31/00	40,999,070	33,507,992	1,195,157	43,970,000	6,615,000
2 OTHER LOANS APPROVED	15,344,537	11,946,789	62,000	11,878,447	3,184,312
3 DISTRIBUTION	53,232,017	41,212,507	924,900	52,659,052	8,743,960
4 GENERATION & TRANSMISSION	2,676,002	3,698,935	229,157	2,899,947	999,040
5 OTHER	435,588	542,339	103,100	299,448	58,312
6 RUS FUNDS ADVANCED	40,739,070	33,507,992	1,195,157	33,859,000	6,615,000
7 RUS DEBT SERVICE PYMTS					
8 INTEREST DUE & PAID	18,829,631	16,059,874	442,108	12,380,754	2,893,153
9 PRINCIPAL DUE & PAID	12,138,136	10,337,732	1,128,397	6,108,809	3,000,870
10 ADVANCE PAYMENTS		61,872			261,597
11 ASSETS & OTHER DEBITS 12/31/00					
12 UTILITY PLANT IN SERVICE	86,427,860	61,182,706	6,237,745	171,406,188	13,879,058
13 CONSTR WORK IN PROGRESS	3,916,957	312,016	32,691	14,355,686	370,705
14 TOTAL UTILITY PLANT	90,344,817	61,494,722	6,270,426	185,761,884	14,249,763
15 ACCUM PROV DEPREC & AMORT	19,010,504	22,003,235	3,064,708	71,629,009	4,622,926
16 NET UTILITY PLANT	71,334,313	39,491,487	3,205,718	114,132,875	9,626,837
17 INVEST IN ASSOC ORGANIZATION	2,506,227	1,315,822	276,875	2,247,258	178,979
18 OTHER PROPERTY & INVESTMENTS	204,652	397,056	250,634	345,971	
19 CURRENT & ACCRUED ASSETS	5,507,967	19,781,248	3,694,414	21,998,520	3,742,118
20 DEFERRED DEBITS	889,834	589,753	40,487	4,074,537	16,487
21 TOTAL ASSETS & OTHER DEBITS	80,442,993	61,575,367	7,468,128	142,799,161	13,565,401
22 LIABILITIES & OTHER CREDITS 12/31/00					
23 MEMBERSHIPS		124,935			
24 PATRONAGE CAP & OTHER EQTS	27,215,585	20,137,588	7,124,626	82,579,890	5,805,525
25 TOTAL EQUITY	27,215,585	20,262,523	7,124,626	82,579,890	5,805,525
26 RUS LONG-TERM DEBT	28,600,934	23,106,389	66,760	27,749,586	4,152,734
27 OTHER LONG-TERM DEBT	12,835,076	10,256,379	29,791	8,739,533	780,401
28 OTHER NONCURRENT LIAB	83,316				
29 CURRENT & ACCRUED LIAB	6,179,862	6,146,302	238,876	12,885,073	2,102,456
30 DEFERRED CREDITS	5,428,140	1,801,774	8,075	10,845,099	724,285
31 TOTAL LIAB & OTHER CREDITS	80,442,993	61,575,367	7,468,128	142,799,161	13,565,401
32 REVENUES & EXPENSES 12/31/00					
33 OPER REV & PATRONAGE CAPITAL	37,260,950	62,860,116	1,958,344	43,820,959	7,626,860
34 OPERATING DEDUCTIONS TOTAL	32,468,297	59,932,771	2,311,984	40,470,431	7,179,735
35 COST OF POWER	22,202,772	52,098,547	1,411,857	24,961,405	5,280,380
36 DISTR EXPENSE - OPERATION	2,983,874	1,602,848	270,737	1,577,951	506,284
37 DISTR EXPENSE - MAINTENANCE	1,038,138	881,712	46,142	749,045	209,174
38 CUSTOMER ACCOUNTS	1,348,993	1,198,274	104,661	1,983,694	292,066
39 CUSTOMER SERV & INFO EXP	195,134	153,183	21,739	25,161	14,831
40 ADMIN & GENERAL EXPENSE	1,957,015	2,435,640	230,318	4,941,671	494,182
41 SALES EXPENSE	226,032	140,066		35,497	
42 DEPREC & AMORT EXPENSE	2,515,103	1,422,511	226,730	6,196,007	402,838
43 TAX EXPENSE	236				
44 UTILITY OPERATING MARGINS	4,792,653	2,927,345	(355,640)	3,350,528	447,115
45 NONOPERATING MARGINS	156,383	884,732	207,379	1,609,205	37,695
46 GEN & TRANS CAPITAL CREDITS					
47 OTHER CAP CR & PATRONAGE CAP	88,807	80,652	1,252		5,799
48 INT ON LONG-TERM DEBT - NET	2,370,185	1,931,184	6,116	1,838,447	241,786
49 OTHER DEDUCTIONS	120,039	89,637	2,323	3,285	45,738
50 NET MARGINS & PATRONAGE CAP	2,547,619	1,871,908	(155,448)	3,118,001	203,105
51 SALES STATISTICS 2000					
52 AVG NUMBER CONSUMERS SERVED					
53 RESDL SERV FARM & NONFARM	23,335	26,676	2,174	28,826	3,040
54 COMMERCIAL & INDUSTL, SMALL	1,086	3,188	244	2,891	515
55 COMMERCIAL & INDUSTL, LARGE	5	3		5	1
56 IRRIGATION	42	19	85	77	18
57 OTHER ELECTRIC SERVICE	6	14	2	347	8
58 TO OTHERS FOR RESALE	1	1			
59 TOTAL	24,475	29,801	2,506	31,937	3,582
60 MWH SALES					
61 RESDL SERV FARM & NONFARM	224,269	280,942	15,413	141,879	23,182
62 COMMERCIAL & INDUSTL, SMALL	88,152	178,167	5,939	168,141	24,505
63 COMMERCIAL & INDUSTL, LARGE	81,998	70,806		309,324	2,100
64 IRRIGATION	2,767	3,571	2,687	1,377	3,995
65 OTHER ELECTRIC SERVICE	53	207	113	13,440	131
66 TO OTHERS FOR RESALE		365,529			
67 TOTAL	397,260	899,222	24,162	634,161	53,894
68 REVENUES & PATRONAGE CAPITAL					
69 RESDL SERV FARM & NONFARM	23,159,903	24,226,387	1,291,311	13,408,451	2,726,706
70 COMMERCIAL & INDUSTL, SMALL	8,835,738	12,639,383	412,469	12,823,371	2,839,697
71 COMMERCIAL & INDUSTL, LARGE	4,144,529	3,143,636		15,192,632	425,246
72 IRRIGATION	233,368	257,427	197,169	82,188	432,921
73 OTHER ELECTRIC SERVICE	6,127	15,354	8,466	1,043,834	31,734
74 TO OTHERS FOR RESALE		22,116,285			
75 TOTAL SALES OF ELEC ENERGY	38,379,665	62,398,472	1,909,435	42,550,476	6,456,304
76 OTHER OPERATING REVENUE	881,285	461,644	46,809	1,270,483	1,170,508
77 TOTAL OPERATING REVENUE	37,260,950	62,860,116	1,956,344	43,820,959	7,626,810
78 OTHER STATISTICS 12/31/00					
79 FULL TIME EMPLOYEES	86	67	11	112	33
80 TRANSMISSION MILES	22	94		513	58
81 OVERHEAD DISTR MILES	1,424	948	434	6,006	548
82 UNDERGROUND DISTR MILES	1,027	221	2	38	8
83 CONSUMERS SERVED	25,087	30,219	2,507	32,488	3,600
84 CONSUMERS PER MILE	10.14	23.91	5.75	4.95	5.86
85 MWH GENERATED 2000					
86 MWH PURCHASED 2000	417,849	931,595	28,881	676,560	63,798
87 RESDL CONS MTHLY KWH 2000	801	678	591	413	635
88 TIMES INTEREST EARNED RATIO	2.07	1.97	(24.42)	2.70	1.84
89 DEBT SERVICE COVERAGE	2.15	1.82	4.63	3.81	1.91
90 DEBT SERVICE PYMTS - RUS	2,272,612	1,887,386	11,932	1,838,165	354,883
91 DEBT SERVICE PYMTS - OTHER	1,179,820	985,343	4,784	1,091,174	88,481
92 TOTAL EQUITY PCT OF ASSETS	33.83	32.91	95.40	57.83	42.80

SEE BORROWER NOTES AT END OF TABLES

Loan, Operating, and Financial Statistics for RUS Borrowers

2001

ARIZONA

ARIZONA

Item number and description	AZ020 Trico Electric Cooperative, Inc. Tucson	AZ022 Mohave Electric Cooperative, Inc. Bullhead City	AZ023 Duncan Valley Elec. Coop., Inc. Duncan	AZ027 Navajo Tribal Utility Authority Fort Defiance	AZ030 Tohono O'odham Utility Authority Sells
1 RUS LOANS APPROVED 12/31/01	44,955,070	33,507,992	1,195,157	43,970,000	6,615,000
2 OTHER LOANS APPROVED	15,344,537	11,946,789	62,000	11,678,447	3,184,312
3 DISTRIBUTION	57,448,017	41,212,507	824,900	52,659,052	8,743,960
4 GENERATION & TRANSMISSION	2,416,002	3,699,935	229,157	2,689,947	999,040
5 OTHER	435,588	542,339	103,100	299,448	56,312
6 RUS FUNDS ADVANCED	44,955,070	33,507,992	1,195,157	39,109,000	6,615,000
RUS DEBT SERVICE PYMTS					
7 INTEREST DUE & PAID	20,355,801	17,173,785	445,143	13,672,484	3,024,625
8 PRINCIPAL DUE & PAID	12,939,881	11,084,931	1,137,295	8,861,702	3,200,208
9 ADVANCE PAYMENTS		65,834			274,893
ASSETS & OTHER DEBITS 12/31/01					
10 UTILITY PLANT IN SERVICE	92,497,888	63,122,935	6,359,777		14,582,659
11 CONSTR WORK IN PROGRESS	11,204,319	108,958	35,252		190,220
12 TOTAL UTILITY PLANT	103,702,187	63,231,893	6,395,029		14,772,879
13 ACCUM PROV DEPR&C & AMORT	20,356,281	23,115,915	3,284,391		5,053,676
14 NET UTILITY PLANT	83,345,906	40,115,978	3,110,638		9,709,003
15 INVEST IN ASSOC ORGANIZATION	2,779,600	1,442,119	228,174		179,987
16 OTHER PROPERTY & INVESTMENTS	188,552	353,474	252,958		
17 CURRENT & ACCRUED ASSETS	6,634,154	19,468,180	3,574,075		3,885,825
18 DEFERRED DEBITS	47,408	448,635	50,607		61,200
19 TOTAL ASSETS & OTHER DEBITS	92,985,620	61,828,385	7,236,452		13,636,015
LIABILITIES & OTHER CREDITS 12/31/01					
20 MEMBERSHIPS		128,725			
21 PATRONAGE CAP & OTHER EQTS	30,994,511	21,326,071	6,900,276		6,209,032
22 TOTAL EQUITY	30,994,511	21,454,799	6,900,276		6,209,032
23 RUS LONG-TERM DEBT	31,178,189	21,600,942	57,862		4,449,217
24 OTHER LONG-TERM DEBT	14,278,677	9,804,711	27,021		739,451
25 OTHER NONCURRENT LIAB	81,308				
26 CURRENT & ACCRUED LIAB	10,663,132	7,009,666	244,082		1,672,761
27 DEFERRED CREDITS	5,789,803	1,958,271	7,201		765,554
28 TOTAL LIAB & OTHER CREDITS	92,985,620	61,828,386	7,236,452		13,836,015
REVENUES & EXPENSES 12/31/01					
29 OPER REV & PATRONAGE CAPITAL	40,455,545	41,454,284	1,811,495		7,114,831
30 OPERATING DEDUCTIONS TOTAL	35,630,355	39,103,189	2,248,384		6,543,995
31 COST OF POWER	24,250,697	30,453,075	1,277,029		4,549,631
32 DISTR EXPENSE - OPERATION	3,413,680	1,709,262	285,113		492,445
33 DISTR EXPENSE - MAINTENANCE	1,255,290	1,048,900	62,947		206,334
34 CUSTOMER ACCOUNTS	1,375,357	1,218,318	143,097		331,228
35 CUSTOMER SERV & INFO EXP	149,754	150,219	16,489		11,254
36 ADMIN & GENERAL EXPENSE	2,032,539	2,908,320	246,533		526,676
37 SALES EXPENSE	254,707	177,064			
38 DEPREC & AMORT EXPENSE	2,797,883	1,438,011	214,599		426,227
39 TAX EXPENSE	238		(1,423)		
40 UTILITY OPERATING MARGINS	4,925,190	2,351,115	(434,889)		570,836
41 NONOPERATING MARGINS	2,079,644	787,761	118,367		30,124
42 GEN & TRANS CAPITAL CREDITS	1,281,574		93,791		
43 OTHER CAP CR & PATRONAGE CAP	134,990	285,160	10,842		9,470
44 INT ON LONG-TERM DEBT - NET	2,442,614	1,872,621	5,048		291,514
45 OTHER DEDUCTIONS	316,755	72,100	2,223		47,608
46 NET MARGINS & PATRONAGE CAP	5,642,029	1,479,415	(219,080)		271,308
SALES STATISTICS 2001					
47 AVG NUMBER CONSUMERS SERVED					
48 RESDL SERV FARM & NONFARM	24,587	27,192	2,160		3,082
49 COMMERCIAL & INDUSLT, SMALL	1,159	3,241	242		522
50 COMMERCIAL & INDUSLT, LARGE	7	3			1
51 IRRIGATION	42	17	80		17
52 OTHER ELECTRIC SERVICE	7	14	2		11
53 TO OTHERS FOR RESALE	14				
54 TOTAL	25,796	30,467	2,484		3,633
MWH SALES					
55 RESDL SERV FARM & NONFARM	239,859	293,285	14,820		24,547
56 COMMERCIAL & INDUSLT, SMALL	97,186	183,638	5,459		29,640
57 COMMERCIAL & INDUSLT, LARGE	86,596	62,422			1,629
58 IRRIGATION	2,273	2,731	2,042		3,756
59 OTHER ELECTRIC SERVICE	91	234	113		143
60 TO OTHERS FOR RESALE	68				
61 TOTAL	426,054	542,309	22,434		59,715
REVENUES & PATRONAGE CAPITAL					
62 RESDL SERV FARM & NONFARM	24,514,331	24,949,694	1,252,970		2,953,519
63 COMMERCIAL & INDUSLT, SMALL	9,534,414	12,847,908	385,194		3,572,395
64 COMMERCIAL & INDUSLT, LARGE	5,198,504	2,904,199			343,675
65 IRRIGATION	185,533	223,742	162,095		423,869
66 OTHER ELECTRIC SERVICE	11,956	18,345	8,478		33,448
67 TO OTHERS FOR RESALE	77,178				
68 TOTAL SALES OF ELEC ENERGY	39,521,916	40,943,888	1,808,737		7,326,908
69 OTHER OPERATING REVENUE	933,628	510,396	2,759		(212,076)
70 TOTAL OPERATING REVENUE	40,455,544	41,454,284	1,811,496		7,114,830
OTHER STATISTICS 12/31/01					
71 FULL TIME EMPLOYEES	89	68	16		33
72 TRANSMISSION MILES	22	102			58
73 OVERHEAD DISTR MILES	1,450	967	429		550
74 UNDERGROUND DISTR MILES	1,100	231	2		9
75 CONSUMERS SERVED	26,386	30,630	2,457		3,639
76 CONSUMERS PER MILE	10.26	23.72	5.70		5.90
MWH GENERATED 2001					
77 MWH PURCHASED 2001	449,212	572,937	24,936		70,563
78 RESDL CONS MTHLY KWH 2001	814	899	572		664
79 TIMES INTEREST EARNED RATIO	3.31	1.79	(42.40)		1.93
80 DEBT SERVICE COVERAGE	3.06	1.59	0.04		2.04
81 DEBT SERVICE PYMTS - RUS	2,329,286	1,853,896	11,932	2,105,600	340,670
82 DEBT SERVICE PYMTS - OTHER	1,223,641	972,723	4,784		143,461
83 TOTAL EQUITY PCT OF ASSETS	33.33	34.70	85.35		44.88

SEE BORROWER NOTES AT END OF TABLES

## Loan, Operating, and Financial Statistics for RUS Borrowers

ARIZONA						ARIZONA
Item number and description	AZ020	AZ022	AZ023	AZ027	AZ030	
	Trico Electric Cooperative, Inc. Tucson	Mohave Electric Cooperative, Inc. Bullhead City	Duncan Valley Elec. Coop., Inc. Duncan	Navajo Tribal Utility Authority Fort Defiance	Tohono O'odham Utility Authority Sells	
1 RUS LOANS APPROVED 12/31/02	80,898,070	33,507,992	1,195,157	43,970,000	6,815,000	
2 OTHER LOANS APPROVED	15,344,537	11,945,789	82,000	11,678,447	3,184,312	
3 DISTRIBUTION	93,491,017	41,212,507	924,900	52,659,052	8,743,960	
4 GENERATION & TRANSMISSION	2,416,002	3,699,936	229,157	2,689,947	999,040	
6 OTHER	435,588	542,339	103,100	289,448	56,312	
6 RUS FUNDS ADVANCED	53,955,070	33,507,992	1,195,157	39,109,000	6,815,000	
RUS DEBT SERVICE PYMTS						
7 INTEREST DUE & PAID	22,115,486	15,253,973	447,810	15,085,895	3,148,625	
8 PRINCIPAL DUE & PAID	13,776,373	11,852,108	1,146,498	7,790,389	3,402,872	
9 ADVANCE PAYMENTS		69,179	61		286,900	
ASSETS & OTHER DEBITS 12/31/02						
10 UTILITY PLANT IN SERVICE	110,751,867	64,995,248	6,488,725		15,158,193	
11 CONSTR WORK IN PROGRESS	5,893,480	776,132	25,949		127,482	
12 TOTAL UTILITY PLANT	116,645,347	65,771,380	6,514,674		15,285,675	
13 ACCUM PROV DEPREC & AMORT	22,601,001	24,506,567	3,462,196		5,472,677	
14 NET UTILITY PLANT	94,044,346	41,264,813	3,052,478		9,812,998	
15 INVEST IN ASSOC ORGANIZATION	4,870,898	1,782,254	336,592		178,662	
16 OTHER PROPERTY & INVESTMENTS	186,178	309,882	611,680			
17 CURRENT & ACCRUED ASSETS	7,772,512	18,954,839	2,942,712		3,338,663	
18 DEFERRED DEBITS	139,370	341,271	74,494		51,559	
19 TOTAL ASSETS & OTHER DEBITS	107,013,304	62,653,069	7,017,936		13,381,882	
LIABILITIES & OTHER CREDITS 12/31/02						
20 MEMBERSHIPS		133,025				
21 PATRONAGE CAP & OTHER EQTS	33,299,583	22,596,666	5,690,824		6,474,808	
22 TOTAL EQUITY	33,299,583	22,728,691	5,690,824		6,474,808	
23 RUS LONG-TERM DEBT	39,239,672	20,845,026	41,596		2,684,370	
24 OTHER LONG-TERM DEBT	13,967,484	9,554,234	20,951		2,572,802	
25 OTHER NONCURRENT LIAB	99,300					
26 CURRENT & ACCRUED LIAB	14,808,127	6,724,838	258,877		888,813	
27 DEFERRED CREDITS	5,599,188	2,799,280	5,486		761,089	
28 TOTAL LIAB & OTHER CREDITS	107,013,304	62,653,069	7,017,936		13,381,882	
REVENUES & EXPENSES 12/31/02						
29 OPER REV & PATRONAGE CAPITAL	42,610,546	44,221,786	2,068,194		6,253,272	
30 OPERATING DEDUCTIONS TOTAL	38,391,313	41,430,539	2,416,876		5,696,918	
31 COST OF POWER	25,788,470	32,614,811	1,380,557		3,622,060	
32 DISTR EXPENSE - OPERATION	3,371,950	1,552,180	327,561		476,774	
33 DISTR EXPENSE - MAINTENANCE	1,448,392	1,083,867	76,843		194,957	
34 CUSTOMER ACCOUNTS	1,548,000	1,369,611	140,473		383,776	
35 CUSTOMER SERV & INFO EXP	152,774	129,200	16,570		15,456	
36 ADMIN & GENERAL EXPENSE	2,600,886	2,975,869	265,816		568,621	
37 SALES EXPENSE	281,532	209,199				
38 DEPREC & AMORT EXPENSE	3,188,860	1,486,014	207,738		436,275	
39 TAX EXPENSE	439	10,088	1,318			
40 UTILITY OPERATING MARGINS	4,219,233	2,791,147	(348,682)		556,354	
41 NONOPERATING MARGINS	180,737	594,107	69,169		(7,876)	
42 GEN & TRANS CAPITAL CREDITS	2,009,234		125,726			
43 OTHER CAP CR & PATRONAGE CAP	99,481	102,146	3,944			
44 INT ON LONG-TERM DEBT - NET	2,683,806	1,806,077	4,482		282,702	
45 OTHER DEDUCTIONS	349,708	89,674	2,174			
46 NET MARGINS & PATRONAGE CAP	3,475,171	1,591,649	(156,499)		265,776	
SALES STATISTICS 2002						
47 AVG NUMBER CONSUMERS SERVED						
48 RESDL SERV FARM & NONFARM	25,765	27,940	2,133		3,098	
49 COMMERCIAL & INDUSTL, SMALL	1,220	3,273	245		533	
50 COMMERCIAL & INDUSTL, LARGE	8	3			1	
51 IRRIGATION	41	18	86		18	
52 OTHER ELECTRIC SERVICE	7	16	2		12	
53 TO OTHERS FOR RESALE	14	1				
53 TOTAL	27,055	31,251	2,466		3,662	
MWH SALES						
54 RESDL SERV FARM & NONFARM	253,900	295,665	15,041		24,297	
55 COMMERCIAL & INDUSTL, SMALL	106,245	182,984	5,390		35,145	
56 COMMERCIAL & INDUSTL, LARGE	66,770	58,353			1,919	
57 IRRIGATION	2,263	3,657	2,868		166	
58 OTHER ELECTRIC SERVICE	106	433	113		144	
59 TO OTHERS FOR RESALE	167	35,117				
60 TOTAL	429,451	576,209	23,412		61,670	
REVENUES & PATRONAGE CAPITAL						
61 RESDL SERV FARM & NONFARM	26,738,588	26,387,362	1,376,480		2,621,237	
62 COMMERCIAL & INDUSTL, SMALL	10,520,211	13,683,842	418,054		3,881,082	
63 COMMERCIAL & INDUSTL, LARGE	4,162,567	2,805,810			134,180	
64 IRRIGATION	200,579	270,044	225,082		192,013	
65 OTHER ELECTRIC SERVICE	14,039	40,676	8,549		34,607	
66 TO OTHERS FOR RESALE	16,406	462,770				
67 TOTAL SALES OF ELEC ENERGY	41,652,390	43,630,504	2,028,165		6,863,119	
68 OTHER OPERATING REVENUE	958,156	591,283	40,029		(609,847)	
69 TOTAL OPERATING REVENUE	42,610,546	44,221,787	2,068,194		6,253,272	
OTHER STATISTICS 12/31/02						
70 FULL TIME EMPLOYEES	115	71	16		28	
71 TRANSMISSION MILES	22	102			58	
72 OVERHEAD DISTR MILES	1,467	974	434		557	
73 UNDERGROUND DISTR MILES	1,211	237	2		10	
74 CONSUMERS SERVED	27,644	31,701	2,446		3,705	
75 CONSUMERS PER MILE	10.24	24.14	5.81		6.93	
76 MWH GENERATED 2002						
77 MWH PURCHASED 2002	452,837	599,558	25,829		75,096	
78 RESDL CONS MTHLY KWH 2002	821	882	588		654	
79 TIMES INTEREST EARNED RATIO	2.29	1.88	(33.92)		1.94	
80 DEBT SERVICE COVERAGE	1.93	1.74	3.48		1.90	
81 DEBT SERVICE PYMTS - RUS	2,596,077	1,850,709	11,225	2,342,097	340,670	
82 DEBT SERVICE PYMTS - OTHER	2,252,158	953,927	4,785		178,391	
83 TOTAL EQUITY PCT OF ASSETS	31.12	36.28	95.34		48.38	

SEE BORROWER NOTES AT END OF TABLES

## Loan, Operating, and Financial Statistics for RUS Borrowers

ARIZONA

ARIZONA

Item number and description	AZ020 Trico Electric Cooperative, Inc. Tucson	AZ022 Mohave Electric Cooperative, Inc. Bullhead City	AZ023 Duncan Valley Elec. Coop., Inc. Duncan	AZ027 Navajo Tribal Utility Authority Fort Defiance	AZ030 Tohono O'odham Utility Authority Sells
1 RUS LOANS APPROVED 12/31/03	80,998,070	33,507,992	1,195,157	43,970,000	6,615,000
2 OTHER LOANS APPROVED	15,344,537	11,946,789	62,000	11,678,447	3,184,312
3 DISTRIBUTION	93,491,017	41,212,507	924,900	52,659,052	8,743,960
4 GENERATION & TRANSMISSION	2,416,002	3,699,935	229,157	2,699,947	999,040
5 OTHER	435,588	542,339	103,100	299,448	56,312
6 RUS FUNDS ADVANCED	72,455,070	33,507,992	1,195,157	39,109,000	6,615,000
RUS DEBT SERVICE PYMTS					
7 INTEREST DUE & PAID	24,254,993	19,299,291	449,564	16,432,968	3,266,809
8 PRINCIPAL DUE & PAID	16,573,346	12,605,279	1,151,573	8,757,859	3,612,540
9 ADVANCE PAYMENTS		72,703		132,000	230,363
ASSETS & OTHER DEBITS 12/31/03					
10 UTILITY PLANT IN SERVICE	121,302,589	66,321,647	6,746,028		15,979,008
11 CONSTR WORK IN PROGRESS	6,099,811	1,899,588	67,297		226,500
12 TOTAL UTILITY PLANT	127,402,400	68,221,235	6,813,325		16,205,508
13 ACCUM PROV DEPREC & AMORT	25,303,699	25,570,678	3,670,480		5,825,039
14 NET UTILITY PLANT	102,098,701	42,650,557	3,142,845		10,380,470
15 INVEST IN ASSOC ORGANIZATION	5,910,733	2,122,181	382,970		176,684
16 OTHER PROPERTY & INVESTMENTS	196,832	10,000	584,140		
17 CURRENT & ACCRUED ASSETS	8,866,039	22,850,404	2,720,825		3,166,360
18 DEFERRED DEBITS	165,800	229,825	47,898		39,991
19 TOTAL ASSETS & OTHER DEBITS	117,238,105	67,362,967	6,878,679		13,763,505
LIABILITIES & OTHER CREDITS 12/31/03					
20 MEMBERSHIPS		138,150			
21 PATRONAGE CAP & OTHER EQTS	34,095,969	25,134,559	6,546,193		6,675,727
22 TOTAL EQUITY	34,095,969	25,272,709	6,546,193		6,675,727
23 RUS LONG-TERM DEBT	54,815,725	20,053,125	34,857		4,725,253
24 OTHER LONG-TERM DEBT	12,776,082	9,286,261	17,468		700,888
25 OTHER NONCURRENT LIAB	107,292				
26 CURRENT & ACCRUED LIAB	9,947,889	7,671,880	275,283		894,350
27 DEFERRED CREDITS	5,495,148	5,078,992	4,878		767,287
28 TOTAL LIAB & OTHER CREDITS	117,238,105	67,362,967	6,878,679		13,763,505
REVENUES & EXPENSES 12/31/03					
29 OPER REV & PATRONAGE CAPITAL	45,720,875	49,464,584	2,157,218		6,635,792
30 OPERATING DEDUCTIONS TOTAL	41,511,350	45,591,267	2,488,627		6,164,455
31 COST OF POWER	27,811,634	36,697,540	1,448,700		3,953,341
32 DISTR EXPENSE - OPERATION	4,011,093	1,720,889	322,386		497,850
33 DISTR EXPENSE - MAINTENANCE	1,480,923	1,064,679	36,571		272,672
34 CUSTOMER ACCOUNTS	1,722,421	1,415,341	148,144		392,603
35 CUSTOMER SERV & INFO EXP	172,209	154,094	13,242		26,379
36 ADMIN & GENERAL EXPENSE	2,612,304	2,795,375	310,555		570,120
37 SALES EXPENSE	295,567	217,532			
38 DEPREC & AMORT EXPENSE	3,405,189	1,625,836	210,574		451,490
39 TAX EXPENSE	110		1,355		
40 UTILITY OPERATING MARGINS	4,209,625	3,873,297	(331,309)		471,337
41 NONOPERATING MARGINS	91,027	658,648	56,108		(4,820)
42 GEN & TRANS CAPITAL CREDITS	929,304	156,326	55,320		
43 OTHER CAP CR & PATRONAGE CAP	111,910	71,103	6,939		3,188
44 INT ON LONG-TERM DEBT - NET	2,916,405	1,748,569	3,905		268,786
45 OTHER DEDUCTIONS	437,010	88,738	2,264		
46 NET MARGINS & PATRONAGE CAP	1,988,351	2,922,067	(218,111)		200,919
SALES STATISTICS 2003					
47 AVG NUMBER CONSUMERS SERVED					
48 RESDL SERV FARM & NONFARM	26,853	28,869	2,119		3,140
49 COMMERCIAL & INDUSTR, SMALL	1,286	3,371	254		541
50 COMMERCIAL & INDUSTR, LARGE	10	3			1
51 IRRIGATION	26	19	88		18
52 OTHER ELECTRIC SERVICE	8	16	2		13
53 TO OTHERS FOR RESALE	14	1			
53 TOTAL	28,197	32,279	2,463		3,713
MWH SALES					
54 RESDL SERV FARM & NONFARM	275,538	320,426	15,207		25,656
55 COMMERCIAL & INDUSTR, SMALL	113,238	191,120	5,594		35,433
56 COMMERCIAL & INDUSTR, LARGE	58,282	65,270			2,354
57 IRRIGATION	2,497	3,328	3,583		1,748
58 OTHER ELECTRIC SERVICE	103	433	114		147
59 TO OTHERS FOR RESALE		112,587			
60 TOTAL	449,657	693,165	24,498		65,338
REVENUES & PATRONAGE CAPITAL					
61 RESDL SERV FARM & NONFARM	29,213,185	27,491,686	1,391,259		2,684,425
62 COMMERCIAL & INDUSTR, SMALL	11,328,616	13,791,218	432,400		3,864,408
63 COMMERCIAL & INDUSTR, LARGE	4,039,826	3,117,180			163,484
64 IRRIGATION	200,055	269,606	275,759		189,998
65 OTHER ELECTRIC SERVICE	14,503	39,908	8,544		34,989
66 TO OTHERS FOR RESALE	6,269	4,193,762			
67 TOTAL SALES OF ELEC ENERGY	44,803,556	48,903,337	2,107,962		6,917,304
68 OTHER OPERATING REVENUE	917,319	561,244	49,258		(291,624)
69 TOTAL OPERATING REVENUE	45,720,875	49,464,581	2,157,220		6,625,780
OTHER STATISTICS 12/31/03					
70 FULL TIME EMPLOYEES	107	71	16		30
71 TRANSMISSION MILES	22	102			58
72 OVERHEAD DISTR MILES	1,488	984	439		557
73 UNDERGROUND DISTR MILES	1,321	244	3		10
74 CONSUMERS SERVED	28,729	32,142	2,484		3,783
75 CONSUMERS PER MILE	10.15	24.16	5.62		6.04
76 MWH GENERATED 2003					
77 MWH PURCHASED 2003	476,729	723,312	26,783		77,989
78 RESDL CONS MTHLY KWH 2003	855	925	598		681
79 TIMES INTEREST EARNED RATIO	1.68	2.67	(55.11)		1.75
80 DEBT SERVICE COVERAGE	1.96	2.25	(0.32)		1.76
81 DEBT SERVICE PYMTS - RUS	2,907,840	1,802,013	9,751	2,324,544	340,670
82 DEBT SERVICE PYMTS - OTHER	1,336,258	948,180	4,784		183,542
83 TOTAL EQUITY PYMT OF ASSETS	29.08	37.52	95.17		48.50

SEE BORROWER NOTES AT END OF TABLES

2004

## Loan, Operating, and Financial Statistics for RUS Borrowers

## ALASKA

## ARIZONA

	AK028	AK029	AZ013	AZ020	AZ022
Item number and description	Inside Passage Elec. Coop., Inc. Auke Bay	I-N-N Electric Cooperative, Inc. Iliamna	Navopache Electric Cooperative, Inc. Lakeside	Trico Electric Cooperative, Inc. Tucson	Mohave Electric Cooperative, Inc. Bullhead City
1 RUS LOANS APPROVED 12/31/04	19,000,069	3,300,000	39,558,663	138,990,070	33,507,992
2 OTHER LOANS APPROVED	475,000		37,918,951	15,344,537	29,999,789
3 DISTRIBUTION	15,397,505		63,150,995	145,387,917	58,294,633
4 GENERATION & TRANSMISSION	4,077,564	3,300,000	13,819,717	8,511,102	4,670,809
5 OTHER			506,912	435,588	542,339
6 RUS FUNDS ADVANCED	19,000,069	3,300,000	39,558,663	80,998,070	33,507,992
7 RUS DEBT SERVICE PYMTS					
8 INTEREST DUE & PAID	5,644,783	972,534	24,386,386	27,234,578	20,306,763
9 PRINCIPAL DUE & PAID	8,010,693	195,730	22,402,669	17,589,089	13,394,156
10 ADVANCE PAYMENTS	816,344		1		76,350
ASSETS & OTHER DEBITS 12/31/04					
11 UTILITY PLANT IN SERVICE	20,961,284	7,090,461	82,266,722	129,936,274	69,768,835
12 CONSTR WORK IN PROGRESS	197,238		5,238,096	7,937,555	1,504,108
13 TOTAL UTILITY PLANT	21,158,522	7,090,461	87,504,818	137,873,829	71,272,943
14 ACCUM PROV DEPREC & AMORT	8,747,477	2,400,372	36,681,874	28,008,458	26,790,119
15 NET UTILITY PLANT	12,411,045	4,690,089	50,822,944	109,865,371	44,482,824
16 INVEST IN ASSOC ORGANIZATION	110,410	245,997	1,757,629	5,993,995	2,156,125
17 OTHER PROPERTY & INVESTMENTS	733,668	25,000	62,763	206,782	10,000
18 CURRENT & ACCRUED ASSETS	1,671,666	1,274,641	11,543,233	8,528,265	25,543,594
19 DEFERRED DEBITS	143,244		240,611	209,988	127,038
20 TOTAL ASSETS & OTHER DEBITS	15,070,033	6,235,727	64,427,180	124,774,401	72,319,581
LIABILITIES & OTHER CREDITS 12/31/04					
21 MEMBERSHIPS		1,015	146,005		148,430
22 PATRONAGE CAP & OTHER EQTS	3,919,258	2,012,606	12,546,270	34,067,853	27,280,278
23 TOTAL EQUITY	3,919,258	2,012,606	12,546,270	34,067,853	27,280,278
24 RUS LONG-TERM DEBT	10,155,583	3,104,270	31,926,913	62,185,981	19,234,151
25 OTHER LONG-TERM DEBT		1,047,929	9,457,110	11,619,406	8,999,993
26 OTHER NONCURRENT LIAB	11,429		671,447	115,284	
27 CURRENT & ACCRUED LIAB	872,151	69,907	5,419,939	10,315,031	9,740,463
28 DEFERRED CREDITS	111,512		4,277,496	6,270,846	6,918,266
29 TOTAL LIAB & OTHER CREDITS	15,070,033	6,235,727	64,427,180	124,774,401	72,319,581
REVENUES & EXPENSES 12/31/04					
30 OPER REV & PATRONAGE CAPITAL	3,895,890	1,021,887	33,335,688	46,763,004	50,748,637
31 OPERATING DEDUCTIONS TOTAL	3,657,799	758,990	29,856,588	42,695,503	46,780,440
32 COST OF POWER	2,134,618	322,907	16,190,282	27,738,061	37,735,090
33 DISTR EXPENSE - OPERATION	48,914	19,217	2,911,566	4,310,991	1,312,809
34 DISTR EXPENSE - MAINTENANCE	38,468	11,462	1,832,367	1,744,493	1,129,364
35 CUSTOMER ACCOUNTS	134,644	62,580	2,400,907	1,841,318	1,630,069
36 CUSTOMER SERV & INFO EXP			297,068	179,203	144,239
37 ADMIN & GENERAL EXPENSE	699,205	225,279	3,377,402	2,873,464	3,009,474
38 SALES EXPENSE	13,716		161,476	312,270	258,563
39 DEPREC & AMORT EXPENSE	586,234	116,448	2,632,099	3,695,687	1,560,682
40 TAX EXPENSE		1,067	53,421	16	
41 UTILITY OPERATING MARGINS	238,091	262,897	3,479,100	4,067,501	3,968,197
42 NONOPERATING MARGINS	66,965	12,880	213,022	89,718	513,921
43 GEN & TRANS CAPITAL CREDITS					
44 OTHER CAP CR & PATRONAGE CAP	63,894	33,619	51,101	102,307	95,738
45 INT ON LONG-TERM DEBT - NET	337,869	174,433	1,498,016	3,456,023	1,697,185
46 OTHER DEDUCTIONS			31,370	353,547	92,062
47 NET MARGINS & PATRONAGE CAP	33,081	134,963	2,213,637	449,956	2,768,609
SALES STATISTICS 2004					
48 AVG NUMBER CONSUMERS SERVED					
49 RESDL SERV FARM & NONFARM	1,028	189	31,460	28,339	30,980
50 COMMERCIAL & INDUSTR, SMALL	185	102	3,376	1,547	3,477
51 COMMERCIAL & INDUSTR, LARGE			5	10	3
52 IRRIGATION			54	27	19
53 OTHER ELECTRIC SERVICE	50		23	9	16
54 TO OTHERS FOR RESALE				14	1
55 TOTAL	1,263	291	34,918	29,746	34,496
MWH SALES					
56 RESDL SERV FARM & NONFARM	5,179	830	198,025	293,348	334,442
57 COMMERCIAL & INDUSTR, SMALL	4,380	1,362	131,569	122,397	197,812
58 COMMERCIAL & INDUSTR, LARGE			30,145	48,896	70,982
59 IRRIGATION			7,026	2,803	3,718
60 OTHER ELECTRIC SERVICE	1,237		944	107	438
61 TO OTHERS FOR RESALE					142,869
62 TOTAL	10,795	2,193	365,709	467,551	750,261
REVENUES & PATRONAGE CAPITAL					
63 RESDL SERV FARM & NONFARM	2,029,146	398,336	19,713,939	30,158,478	28,274,022
64 COMMERCIAL & INDUSTR, SMALL	1,330,953	582,230	10,434,031	11,667,025	13,814,613
65 COMMERCIAL & INDUSTR, LARGE			1,755,262	3,557,503	3,353,931
66 IRRIGATION			571,639	239,330	271,147
67 OTHER ELECTRIC SERVICE	392,933		78,391	14,425	39,059
68 TO OTHERS FOR RESALE				26,771	4,399,469
69 TOTAL SALES OF ELEC ENERGY	3,753,032	980,566	32,553,262	45,663,532	50,152,281
70 OTHER OPERATING REVENUE	142,657	41,322	782,425	1,099,472	596,408
71 TOTAL OPERATING REVENUE	3,895,689	1,021,888	33,335,687	46,763,004	50,748,639
OTHER STATISTICS 12/31/04					
72 FULL TIME EMPLOYEES	11	2	110	116	78
73 TRANSMISSION MILES			244		102
74 OVERHEAD DISTR MILES	72	12	2,415	1,539	1,013
75 UNDERGROUND DISTR MILES	77	50	519	1,445	254
76 CONSUMERS SERVED	1,253	282	35,586	30,601	34,660
77 CONSUMERS PER MILE	8.44	4.57	11.20	10.18	25.33
78 MWH GENERATED 2004	10,199	2,839			
79 MWH PURCHASED 2004	1,770		398,194	494,593	780,083
80 RESDL CONS MTHLY KWH 2004	420	366	519	863	900
81 TIMES INTEREST EARNED RATIO	1.10	1.77	2.48	1.13	2.64
82 DEBT SERVICE COVERAGE	1.14	1.46	1.96	1.36	2.20
83 DEBT SERVICE PYMTS - RUS	842,887	204,732	1,346,892	4,043,103	1,802,006
84 DEBT SERVICE PYMTS - OTHER		85,991	1,883,029	1,532,762	949,262
85 TOTAL EQUITY PCT OF ASSETS	26.01	32.29	19.70	27.90	37.92

SEE BORROWER NOTES AT END OF TABLES

2005

## Loan, Operating, and Financial Statistics for RUS Borrowers

## ALASKA

## ARIZONA

Item number and description	AK028 Inside Passage Elec. Coop., Inc. Auke Bay	AK029 I-N-N Electric Cooperative, Inc. Iliamna	AZ013 Navopache Electric Cooperative, Inc. Lakeside	AZ020 Trico Electric Cooperative, Inc. Tucson	AZ022 Mohave Electric Cooperative, Inc. Bullhead City
1 RUS LOANS APPROVED 12/31/05	19,000,069	3,300,000	72,789,663	138,990,070	33,507,992
2 OTHER LOANS APPROVED	475,000		37,918,961	15,344,537	29,999,769
3 DISTRIBUTION	15,397,505		94,003,526	145,367,917	58,294,633
4 GENERATION & TRANSMISSION	4,077,564	3,300,000	16,195,186	8,511,102	4,670,809
5 OTHER			506,912	435,588	542,339
6 RUS FUNDS ADVANCED	19,000,069	3,300,000	39,658,663	97,796,070	33,507,992
RUS DEBT SERVICE PYMTS					
7 INTEREST DUE & PAID	5,954,359	1,126,593	25,232,801	30,629,385	21,287,293
8 PRINCIPAL DUE & PAID	8,525,103	246,403	22,903,147	18,791,053	14,206,473
9 ADVANCE PAYMENTS	146,798				
ASSETS & OTHER DEBITS 12/31/05					
10 UTILITY PLANT IN SERVICE	21,071,789	7,149,301	87,212,781	142,670,811	71,917,673
11 CONSTR WORK IN PROGRESS	104,103		9,988,497	9,218,234	1,041,562
12 TOTAL UTILITY PLANT	21,175,896	7,149,301	97,201,278	152,089,045	72,959,235
13 ACCUM PROV DEPREC & AMORT	9,916,589	2,517,425	38,702,321	30,792,753	28,115,450
14 NET UTILITY PLANT	11,859,297	4,631,876	58,498,957	121,296,292	44,843,785
15 INVEST IN ASSOC ORGANIZATION	116,407	276,532	1,811,680	5,962,415	2,367,208
16 OTHER PROPERTY & INVESTMENTS	785,324	25,000	45,458	212,301	10,000
17 CURRENT & ACCRUED ASSETS	1,936,487	1,201,844	9,785,167	11,578,284	29,011,665
18 DEFERRED DEBITS	156,837	51,130	536,721	260,911	8,301
19 TOTAL ASSETS & OTHER DEBITS	14,828,352	6,186,382	70,677,983	139,140,203	76,241,159
LIABILITIES & OTHER CREDITS 12/31/05					
20 MEMBERSHIPS		1,045	151,695		154,645
21 PATRONAGE CAP & OTHER EQTS	4,109,589	2,088,583	14,307,732	35,541,787	32,273,260
22 TOTAL EQUITY	4,109,589	2,089,628	14,459,427	35,541,787	32,427,905
23 RUS LONG-TERM DEBT	9,795,081	3,000,504	37,960,185	77,743,822	18,487,544
24 OTHER LONG-TERM DEBT		908,884	8,376,914	10,880,921	8,688,831
25 OTHER NONCURRENT LIAB	11,428		779,753	121,944	
26 CURRENT & ACCRUED LIAB	790,635	187,366	5,821,190	9,881,213	9,885,209
27 DEFERRED CREDITS	121,618		3,180,514	4,970,516	6,751,670
28 TOTAL LIAB & OTHER CREDITS	14,828,352	6,186,382	70,677,983	139,140,203	76,241,159
REVENUES & EXPENSES 12/31/05					
29 OPER REV & PATRONAGE CAPITAL	4,482,863	961,560	37,064,268	52,310,545	55,838,700
30 OPERATING DEDUCTIONS TOTAL	4,116,874	784,905	33,495,635	46,732,585	49,580,143
31 COST OF POWER	2,587,608	367,824	19,191,634	31,101,447	40,176,830
32 DISTR EXPENSE - OPERATION	65,860	8,862	3,240,086	4,422,413	1,620,754
33 DISTR EXPENSE - MAINTENANCE	32,620	10,564	1,801,701	1,851,433	1,105,436
34 CUSTOMER ACCOUNTS	136,926	46,810	2,520,611	2,029,103	1,412,348
35 CUSTOMER SERV & INFO EXP	28,179		286,657	199,006	177,735
36 ADMIN & GENERAL EXPENSE	674,041	232,689	3,510,762	3,043,744	3,174,812
37 SALES EXPENSE	20,458		165,054	276,044	302,815
38 DEPREC & AMORT EXPENSE	586,543	117,053	2,717,911	4,009,392	1,809,413
39 TAX EXPENSE	2,645	1,083	61,219	(17)	
40 UTILITY OPERATING MARGINS	365,989	176,655	3,568,633	5,577,980	6,258,557
41 NONOPERATING MARGINS	74,833	27,229	113,718	102,283	761,529
42 GEN & TRANS CAPITAL CREDITS					205,917
43 OTHER CAP CR & PATRONAGE CAP	74,986	43,309	69,925	81,461	76,807
44 INT ON LONG-TERM DEBT - NET	325,477	171,216	1,918,208	3,915,545	1,661,280
45 OTHER DEDUCTIONS			36,854	274,957	109,679
46 NET MARGINS & PATRONAGE CAP	190,331	76,977	1,802,214	1,571,222	5,531,671
SALES STATISTICS 2005					
47 AVG NUMBER CONSUMERS SERVED					
48 RESDL SERV FARM & NONFARM	1,024	201	32,894	30,481	32,192
49 COMMERCIAL & INDUSTR, SMALL	194	105	3,505	1,417	3,608
50 COMMERCIAL & INDUSTR, LARGE			5	10	3
51 IRRIGATION			54	26	22
52 OTHER ELECTRIC SERVICE	50		23	9	16
53 TO OTHERS FOR RESALE				14	1
54 TOTAL	1,268	306	36,281	31,957	35,842
MWH SALES					
55 RESDL SERV FARM & NONFARM	4,962	877	208,837	324,389	351,318
56 COMMERCIAL & INDUSTR, SMALL	4,300	1,289	135,347	127,062	202,208
57 COMMERCIAL & INDUSTR, LARGE			28,750	58,601	66,456
58 IRRIGATION			6,964	2,326	4,738
59 OTHER ELECTRIC SERVICE	919		762	98	438
60 TO OTHERS FOR RESALE					137,540
61 TOTAL	10,181	2,166	381,660	512,476	762,696
REVENUES & PATRONAGE CAPITAL					
62 RESDL SERV FARM & NONFARM	2,343,199	411,722	22,106,071	33,988,172	30,969,915
63 COMMERCIAL & INDUSTR, SMALL	1,626,255	540,908	11,637,807	12,531,093	15,078,381
64 COMMERCIAL & INDUSTR, LARGE			1,805,747	4,267,916	3,272,340
65 IRRIGATION			615,529	211,823	388,753
66 OTHER ELECTRIC SERVICE	424,916		83,079	15,122	41,095
67 TO OTHERS FOR RESALE				266	5,454,257
68 TOTAL SALES OF ELEC ENERGY	4,398,370	952,630	36,248,033	51,012,362	55,204,741
69 OTHER OPERATING REVENUE	86,493	8,930	818,232	1,298,184	633,959
70 TOTAL OPERATING REVENUE	4,482,863	961,560	37,064,265	52,310,546	55,838,700
OTHER STATISTICS 12/31/05					
71 FULL TIME EMPLOYEES	11	2	110	124	79
72 TRANSMISSION MILES			238	31	102
73 OVERHEAD DISTR MILES	71	12	2,435	1,554	1,021
74 UNDERGROUND DISTR MILES	70	50	536	1,613	269
75 CONSUMERS SERVED	1,280	290	36,974	33,317	36,955
76 CONSUMERS PER MILE	9.08	4.70	11.52	10.42	25.49
77 MWH GENERATED 2005	9,905	2,922			
78 MWH PURCHASED 2005	1,719		416,483	541,329	795,000
79 RESDL CONS MTHLY KWH 2005	404	364	532	867	909
80 TIMES INTEREST EARNED RATIO	1.58	1.44	1.84	1.40	4.33
81 DEBT SERVICE COVERAGE	1.31	1.25	2.16	1.55	3.19
82 DEBT SERVICE PYMTS - RUS	842,887	204,733	1,346,893	4,596,772	1,791,466
83 DEBT SERVICE PYMTS - OTHER		85,991	1,633,252	1,543,103	971,165
84 TOTAL EQUITY PCT OF ASSETS	27.71	33.78	20.46	25.54	42.53

SEE BORROWER NOTES AT END OF TABLES

2006

## Loan, Operating, and Financial Statistics for RUS Borrowers

## ALASKA

## ARIZONA

	AK0029	AZ0013	AZ0020	AZ0022	AZ0023
Item number and description	I-N-N Electric Cooperative, Inc. Iliamna	Navapache Electric Cooperative, Inc. Lakeside	Trico Electric Cooperative, Inc. Tucson	Mohave Electric Cooperative, Inc. Bullhead City	Duncan Valley Elec. Coop., Inc. Duncan
1 RUS LOANS APPROVED 12/31/06	3,300,000	72,789,663	138,990,070	33,507,992	1,195,157
2 OTHER LOANS APPROVED		37,918,961	15,344,537	29,999,789	62,000
3 DISTRIBUTION		94,003,626	145,387,917	58,294,633	924,900
4 GENERATION & TRANSMISSION	3,300,000	16,198,186	8,511,102	4,670,809	229,157
5 OTHER		506,912	435,588	542,339	103,100
6 RUS FUNDS ADVANCED	3,300,000	39,558,663	114,242,070	33,507,992	1,195,157
7 RUS DEBT SERVICE PYMTS					
8 INTEREST DUE & PAID	1,278,038	26,053,426	34,914,095	22,223,944	454,878
9 PRINCIPAL DUE & PAID	299,690	23,429,414	20,191,748	15,033,658	1,175,853
10 ADVANCE PAYMENTS					
ASSETS & OTHER DEBITS 12/31/06					
11 UTILITY PLANT IN SERVICE	7,359,117	98,813,958	161,159,000	76,307,826	7,218,869
12 CONSTR WORK IN PROGRESS		3,404,161	11,717,585	10,601,955	38,648
13 TOTAL UTILITY PLANT	7,359,117	102,218,119	172,876,585	86,909,781	7,257,517
14 ACCUM PROV DEPREC & AMORT	2,635,568	40,684,815	33,442,012	29,534,909	4,133,369
15 NET UTILITY PLANT	4,723,549	61,533,304	139,434,573	57,374,872	3,123,948
16 INVEST IN ASSOC ORGANIZATION	272,011	1,784,231	5,985,341	2,378,609	332,936
17 OTHER PROPERTY & INVESTMENTS	25,000	56,054	222,267	10,000	884,501
18 CURRENT & ACCRUED ASSETS	1,159,140	9,990,322	11,485,580	16,711,115	2,310,775
19 DEFERRED DEBITS	118,013	252,330	421,045	4,416,490	97,374
20 TOTAL ASSETS & OTHER DEBITS	6,297,713	73,616,841	157,558,786	80,891,086	6,749,536
LIABILITIES & OTHER CREDITS 12/31/06					
21 MEMBERSHIPS	1,115	157,585		161,080	
22 PATRONAGE CAP & OTHER EQTS	2,096,715	16,801,890	37,873,827	37,445,590	6,277,242
23 TOTAL EQUITY	2,097,830	16,959,475	37,873,827	37,606,670	6,277,242
24 RUS LONG-TERM DEBT	3,000,310	38,957,658	92,547,843	17,620,409	11,304
25 OTHER LONG-TERM DEBT	908,884	7,387,220	10,342,627	8,355,228	5,780
26 OTHER NONCURRENT LIAB		894,558	121,944		
27 CURRENT & ACCRUED LIAB	233,147	6,174,052	11,094,209	9,360,660	447,062
28 DEFERRED CREDITS	57,542	3,443,898	5,578,336	7,948,139	8,148
29 TOTAL LIAB & OTHER CREDITS	6,297,713	73,616,841	157,558,786	80,891,086	6,749,536
REVENUES & EXPENSES 12/31/06					
30 OPER REV & PATRONAGE CAPITAL	1,024,014	38,160,523	63,590,146	67,649,850	2,785,820
31 OPERATING DEDUCTIONS TOTAL	1,899,385	33,773,023	56,004,271	61,260,179	2,842,133
32 COST OF POWER	457,015	19,405,333	39,352,806	51,992,675	1,727,619
33 DISTR EXPENSE - OPERATION	34,308	3,233,100	4,137,496	1,442,245	327,402
34 DISTR EXPENSE - MAINTENANCE	46,416	1,660,728	1,776,715	1,199,673	52,330
35 CUSTOMER ACCOUNTS	54,247	2,498,179	2,271,793	1,563,927	245,185
36 CUSTOMER SERV & INFO EXP	472	301,715	217,095	174,558	14,921
37 ADMIN & GENERAL EXPENSE	187,604	3,294,684	3,510,999	3,035,359	250,924
38 SALES EXPENSE		234,966	286,584	204,364	
39 DEPREC & AMORT EXPENSE	118,143	2,877,981	4,450,736	1,647,378	223,752
40 TAX EXPENSE	1,180	66,357	47		
41 UTILITY OPERATING MARGINS	124,629	4,387,500	7,585,675	6,389,671	(56,313)
42 NONOPERATING MARGINS	36,458	183,768	153,802	832,112	174,920
43 GEN & TRANS CAPITAL CREDITS					
44 OTHER CAP CR & PATRONAGE CAP	14,327	93,235	107,112	92,609	13,919
45 INT ON LONG-TERM DEBT - NET	167,423	2,268,328	4,957,877	1,592,686	2,074
46 OTHER DEDUCTIONS		68,248	175,344	114,634	4,448
47 NET MARGINS & PATRONAGE CAP	8,001	2,331,947	2,713,568	5,607,072	126,006
SALES STATISTICS 2006					
48 AVG NUMBER CONSUMERS SERVED					
49 RESDL SERV FARM & NONFARM	192	34,146	33,639	34,110	2,242
50 COMMERCIAL & INDUSTRIAL, SMALL	104	3,633	1,510	3,753	257
51 COMMERCIAL & INDUSTRIAL, LARGE		5	10	3	
52 IRRIGATION		55	28	22	91
53 OTHER ELECTRIC SERVICE		97	12	16	2
54 TO OTHERS FOR RESALE			14	1	
55 TOTAL	296	37,936	35,213	37,905	2,592
MWH SALES					
56 RESDL SERV FARM & NONFARM	914	217,825	352,557	388,089	15,867
57 COMMERCIAL & INDUSTRIAL, SMALL	1,446	138,550	128,120	222,790	5,828
58 COMMERCIAL & INDUSTRIAL, LARGE		29,312	55,613	74,753	
59 IRRIGATION		7,200	2,458	5,300	2,364
60 OTHER ELECTRIC SERVICE		674	102	438	116
61 TO OTHERS FOR RESALE				100,915	
62 TOTAL	2,360	393,562	538,850	792,266	24,174
REVENUES & PATRONAGE CAPITAL					
63 RESDL SERV FARM & NONFARM	416,968	22,974,592	42,384,885	38,938,374	1,886,366
64 COMMERCIAL & INDUSTRIAL, SMALL	590,758	11,833,077	14,812,621	19,217,872	587,801
65 COMMERCIAL & INDUSTRIAL, LARGE		1,794,573	4,496,393	4,368,343	
66 IRRIGATION		634,721	233,245	277,808	271,153
67 OTHER ELECTRIC SERVICE		83,698	20,879	44,737	14,051
68 TO OTHERS FOR RESALE			10,723	3,935,472	
69 TOTAL SALES OF ELEC ENERGY	1,007,726	37,320,861	61,958,746	67,032,606	2,759,371
70 OTHER OPERATING REVENUE	16,288	839,882	1,631,401	617,245	28,449
71 TOTAL OPERATING REVENUE	1,024,014	38,160,523	63,590,147	67,649,851	2,785,820
OTHER STATISTICS 12/31/06					
72 FULL TIME EMPLOYEES	2	110	129	79	10
73 TRANSMISSION MILES		270	31	107	
74 OVERHEAD DISTR MILES	12	2,564	1,582	1,033	447
75 UNDERGROUND DISTR MILES	50	526	1,760	284	3
76 CONSUMERS SERVED	292	38,438	38,505	38,590	2,609
77 CONSUMERS PER MILE	4.71	11.44	10.82	27.09	5.80
78 MWH GENERATED 2006	3,165				
79 MWH PURCHASED 2006		431,174	572,171	626,765	28,688
80 RESDL CONS MTHLY KWH 2006	397	532	873	948	590
81 TIMES INTEREST EARNED RATIO	1.05	2.03	1.55	4.52	61.76
82 DEBT SERVICE COVERAGE	1.01	2.65	1.71	3.24	25.33
83 DEBT SERVICE PYMTS - RUS	204,732	1,346,892	5,712,049	1,763,946	9,106
84 DEBT SERVICE PYMTS - OTHER	85,980	1,476,661	1,370,191	965,111	4,784
85 TOTAL EQUITY PCT OF ASSETS	33.31	22.77	24.04	46.49	93.00

SEE BORROWER NOTES AT END OF TABLES

## Form 7

## Annual Statistical Report (ASR)

Borrower: AZ0022

Last Calculated: 15:49:59 Jul 16, 2008

Item	2005	2006	2007
1. RUS LOANS APPROVED	33,507,992	33,507,992	33,507,992
2. OTHER LOANS APPROVED	29,999,789	29,999,789	29,999,789
3. DISTRIBUTION	58,294,633	58,294,633	58,294,633
4. GENERATION & TRANSMISSION	4,670,809	4,670,809	4,670,809
5. OTHER	542,339	542,339	542,339
6. RUS FUNDS ADVANCED	33,507,992	33,507,992	33,507,992
7. INTEREST DUE & PAID	21,287,293	22,223,944	23,119,899
8. PRINCIPAL DUE & PAID	14,206,473	15,033,668	15,901,559
9. ADVANCE PAYMENTS	0	0	0
10. UTILITY PLANT IN SERVICE	71,917,673	76,307,826	79,846,862
11. CONSTR WORK IN PROGRESS	1,041,562	10,601,955	20,727,652
12. TOTAL UTILITY PLANT	72,959,235	86,909,781	100,574,514
13. ACCUM PROV DEPREC & AMORT	28,115,450	29,534,909	31,046,757
14. NET UTILITY PLANT	44,843,785	57,374,872	69,527,757
15. INVEST IN ASSOC ORGANIZATION	2,367,208	2,378,609	3,377,546
16. OTHER PROPERTY & INVESTMENTS	10,000	10,000	257,582
17. CURRENT & ACCRUED ASSETS	29,011,865	16,711,115	21,593,927
18. DEFERRED DEBITS	8,301	4,416,490	8,076,341
19. TOTAL ASSETS & OTHER DEBITS	76,241,159	80,891,086	102,833,153
20. MEMBERSHIPS	154,645	161,060	162,210
21. PATRONAGE CAP & OTHER EQTS	32,273,260	37,445,590	42,607,724
22. TOTAL EQUITY	32,427,905	37,606,650	42,769,934
23. RUS LONG-TERM DEBT	18,487,544	17,620,409	33,223,150
24. OTHER LONG-TERM DEBT	8,688,831	8,355,228	7,996,657
25. OTHER NONCURRENT LIAB	0	0	0
26. CURRENT & ACCRUED LIAB	9,885,209	9,360,660	9,850,729
27. DEFERRED CREDITS	6,751,670	7,948,139	8,992,683
28. TOTAL LIAB & OTHER CREDITS	76,241,159	80,891,086	102,833,153
29. OPER REV & OTHER CREDITS	55,838,700	67,649,850	74,962,964
30. OPERATING DEDUCTIONS	49,580,143	61,260,179	69,244,756
31. TOTAL COST OF POWER	40,176,830	51,992,675	58,900,530
32. DISTR EXPENSE - OPERATION	1,620,754	1,442,245	1,477,969
33. DISTR EXPENSE - MAINTENANCE	1,105,436	1,199,673	1,232,701
34. CUSTOMER ACCOUNTS	1,412,348	1,563,927	1,725,273
35. CUSTOMER SERV & INFO EXP	177,735	174,558	212,273
36. ADMIN & GENERAL EXPENSE	3,174,812	3,035,359	3,841,512
37. SALES EXPENSE	302,815	204,364	135,080
38. DEPREC & AMORT EXPENSE	1,609,413	1,647,378	1,719,418
39. TAX EXPENSE	0	0	0
40. UTILITY OPERATING MARGINS	6,258,557	6,389,671	5,718,208
41. NONOPERATING MARGINS	761,529	832,112	838,196
42. GEN & TRANS CAPITAL CREDITS	205,917	0	0
43. OTHER CAP CR & PATRONAGE CAP	76,807	92,609	96,931
44. INT ON LONG-TERM DEBT - NET	1,661,260	1,592,686	2,010,657
45. OTHER DEDUCTIONS	109,879	114,634	108,874
46. NET MARGINS & PATRONAGE CAP	5,531,671	5,607,072	4,533,804
47. RESDL SERV FARM & NONFARM	32,192	34,110	34,988

# Exhibit 10

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-69

COST OF SERVICE SUMMARY

DESCRIPTION	SMALL			LARGE			BIA	CHEMSTAR	CYPRUS	LIGHTING
	TOTAL	RESIDENTIAL	COMMERCIAL	C & I	IRRIGATION					
REVENUES - PRESENT RATES:										
Customer Sales	25,580,874	14,787,137	5,780,612	2,185,274	440,408		119,882	1,340,884	838,823	100,044
Other Electric Revenue	268,806	75,558	8,174	127	0		185,048	0	0	0
PPA (Over) Under Collected	(48,231)	(33,884)	(35,786)	931	6,777		(172)	0	13,913	0
Total Revenues	25,802,348	14,820,799	5,733,000	2,195,332	447,185		305,758	1,340,884	850,836	100,044
OPERATING EXPENSES:										
Production	19,704,820	10,921,301	4,804,824	1,859,713	275,938		100,211	1,172,734	720,610	49,288
Transmission	10,225	2,928	1,192	418	54		234	3,205	2,195	0
Distribution	954,536	627,665	216,409	95,175	12,921		8,878	9,325	1,750	22,327
Customer Accounts & Inf.	785,257	676,857	87,872	3,420	2,988		2,873	2,873	2,073	7,188
Administrative & General	1,184,820	889,230	189,051	34,701	6,335		45,024	7,314	5,853	16,847
Depreciation	935,882	576,882	196,235	50,733	19,258		39,835	28,246	18,020	16,752
Property Taxes	685,000	427,027	144,840	37,388	7,548		28,985	23,133	13,379	12,818
Other Taxes	115,395	85,887	10,158	3,351	805		4,348	706	540	1,045
Income Taxes	0	0	0	0	0		0	0	0	0
Total Operating Exp.	24,366,827	14,207,478	5,457,471	2,044,867	318,848		239,798	1,248,337	783,036	126,008

OPERATING INCOME (LOSS)

RATE BASE

% RETURN - PRESENT RATES

RETURN INDEX

ALLOCATED INTEREST EXPENSE

OPERATING TIME

1,405,822	621,323	275,530	151,468	126,335	74,950	82,357	07,500	(25,985)
25,888,341	15,739,834	5,021,027	1,531,455	325,244	1,074,241	841,818	185,417	477,517
5.41%	3.95%	4.59%	8.89%	39.45%	5.88%	14.35%	45.84%	-5.44%
1.00	0.73	0.85	1.83	7.30	1.28	2.68	0.88	-1.43
1,330,700	887,147	281,275	73,185	15,445	80,552	47,337	15,817	24,853
1.06	0.78	0.85	2.07	8.31	1.24	1.85	5.17	-1.43

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-60

COST OF SERVICE SUMMARY

DESCRIPTION	TOTAL	RESIDENTIAL	COMMERCIAL	SMALL C & I	IRRIGATION	BIA	CHEMSTAR	CYPRUS BARRAD	LIGHTING
REVENUES - PROPOSED RATES:									
Customer Sales	27,336,219	15,869,243	8,269,894	2,327,877	424,826	119,710	1,340,894	825,020	140,000
Other Electric Revenue	268,808	75,595	9,174	127	0	188,048	0	0	0
PPA (Over) Under Collected	0	0	0	0	0	0	0	0	0
Total Revenues	27,605,122	15,944,799	8,279,069	2,328,105	424,826	307,758	1,340,894	825,020	140,000
OPERATING EXPENSES:									
Production	19,704,820	10,921,301	4,804,824	1,859,713	275,939	100,211	1,172,734	720,810	49,298
Transmission	10,225	2,828	1,182	418	54	234	3,203	2,195	0
Distribution	654,538	827,855	216,488	55,175	12,921	8,878	8,325	1,780	22,327
Customer Accounts & Inf.	788,287	878,857	87,872	3,420	2,888	2,873	2,873	2,873	7,108
Administrative & General	1,194,920	889,230	188,031	34,701	8,336	45,024	7,314	8,853	16,817
Depreciation	938,882	578,802	188,235	50,733	10,758	39,835	29,248	18,020	18,752
Property Taxes	808,000	427,027	144,849	37,358	7,548	28,895	23,133	13,378	12,313
Other Taxes	115,385	85,857	18,159	3,351	805	4,346	706	546	1,652
Income Taxes	0	0	0	0	0	0	0	0	0
Total Operating Exp.	24,398,827	14,207,476	5,457,471	2,040,857	318,840	230,788	1,248,337	783,036	128,008
OPERATING INCOME (LOSS)	3,206,295	1,737,323	819,398	283,238	105,977	74,960	92,357	51,884	14,952
RATE BASE	25,889,341	15,730,834	8,021,027	1,531,485	325,244	1,074,241	841,818	186,417	477,517
% RETURN - PROPOSED RATES	12.35%	11.17%	13.61%	18.48%	32.50%	6.95%	14.38%	33.25%	2.84%
RETURN INDEX	1.00	0.90	1.10	1.50	2.64	0.57	1.17	2.69	0.24
ALLOCATED INTEREST EXPENSE	1,339,700	601,147	281,275	73,185	15,445	80,562	47,337	19,917	24,623
OPERATING TIER	2.41	2.19	2.81	3.87	5.83	1.24	1.85	3.88	8.57
% INCREASE (DECREASE) IN RATES	7.08%	7.70%	9.50%	6.00%	-5.00%	0.60%	0.80%	-3.00%	40.00%

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-00

UNIT COSTS

DESCRIPTION	UNITS:										
	TOTAL	RESIDENTIAL	COMMERCIAL	SMALL	LARGE	C & I	IRRIGATION	BIA	CHEMSTAR	CYPRUS BAICAD	LIGHTING
Energy - kWh	288,553	149,884	88,015	30,860	5,027	1,887	1,887	1,887	27,034	15,884	1,472
Demand - Kw	1,242,821	635,886	289,450	76,850	18,432	4,584	4,584	4,584	17,855	14,086	4,358
Customer - Bills	258,388	221,482	23,773	371	319	12	12	12	12	12	12,375
TOTAL COSTS - PRES. REV:											
Energy	9,849,004	4,885,805	2,186,335	1,011,653	185,877	53,410	53,410	53,410	887,513	509,013	48,288
Demand	13,885,130	7,873,418	3,257,039	1,182,948	280,387	247,258	247,258	247,258	447,872	335,321	10,878
Customer	2,258,203	1,889,879	289,827	21,721	20,811	5,080	5,080	5,080	5,288	8,203	39,875
Total	25,802,337	14,028,789	5,733,000	2,198,332	447,185	305,758	305,758	305,758	1,340,882	850,536	100,044
TOTAL COSTS - PROP. REV:											
Energy	9,849,004	4,885,805	2,186,335	1,011,653	185,877	53,410	53,410	53,410	887,513	509,013	48,288
Demand	15,125,192	8,843,528	3,723,298	1,280,188	240,144	247,258	247,258	247,258	447,872	310,189	22,781
Customer	2,631,813	2,135,369	307,228	26,274	18,804	5,080	5,080	5,080	5,288	5,821	69,038
Total	27,808,110	15,864,789	6,278,859	2,326,105	424,826	305,758	305,758	305,758	1,340,882	829,020	140,062
UNIT COSTS - PRES. REV:											
Energy - Per kWh	0.03288	0.03284	0.03312	0.03300	0.03300	0.03204	0.03189	0.03203	0.03189	0.03203	0.03348
Demand - Per Kw	11.02	9.54	12.08	15.11	13.40	53.84	53.84	53.84	24.94	23.78	2.58
Demand - Per kWh	0.04987	0.05316	0.04034	0.03783	0.05180	0.14832	0.14832	0.14832	0.01809	0.02110	0.00758
Customer - Per Bill	8.74	8.44	12.18	58.55	83.55	424.15	424.15	424.15	441.37	516.88	3.28
UNIT COSTS - PROP. REV:											
Energy - Per kWh	0.03288	0.03284	0.03312	0.03300	0.03300	0.03204	0.03189	0.03203	0.03189	0.03203	0.03348
Demand - Per Kw	12.17	10.58	13.82	18.77	12.38	53.84	53.84	53.84	24.94	22.01	5.38
Demand - Per kWh	0.05088	0.05888	0.05840	0.04208	0.04777	0.14832	0.14832	0.14832	0.01809	0.01952	0.01505
Customer - Per Bill	10.19	8.84	15.45	70.82	88.85	424.18	424.18	424.18	441.37	485.12	5.88

POHAWE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

UNIT COSTS

DESCRIPTION	TOTAL	RESIDENTIAL	COMMERCIAL	SMALL	LARGE	IRRIGATION	BIA	CHEMSTAR	CYPRUS	MAINTENANCE	LIGHTING
RATE BASE COMPONENTS:											
Energy	0	0	0	0	0	0	0	0	0	0	0
Demand	21,018,450	12,048,813	5,161,833	1,478,548	294,804	1,071,487	183,833	141,828	183,833	141,828	141,828
Customer	4,988,904	3,881,921	850,094	52,808	30,839	2,784	2,784	335,981	2,784	335,981	335,981
Total	25,988,353	19,730,034	6,021,027	1,531,485	325,244	1,074,241	186,616	477,517	186,616	477,517	477,517
RETURN - PRES. REV:											
Energy	0	0	0	0	0	0	0	0	0	0	0
Demand	1,210,814	475,888	238,217	146,233	118,247	74,768	81,957	81,957	81,957	81,957	81,957
Customer	185,693	145,425	39,313	5,233	12,090	184	401	1,307	401	1,307	1,307
Total	1,405,508	821,323	275,530	151,486	120,336	74,980	92,357	87,500	92,357	87,500	87,500
RETURN - PROP. REV:											
Energy	0	0	0	0	0	0	0	0	0	0	0
Demand	2,849,877	1,346,008	702,476	273,454	95,894	74,768	81,957	81,957	81,957	81,957	81,957
Customer	589,404	411,315	118,912	9,785	9,984	184	401	925	401	925	925
Total	3,209,280	1,757,323	819,398	283,238	105,877	74,980	92,357	61,904	92,357	61,904	61,904
COMPONENT COSTS:											
Energy	8,849,004	4,885,805	2,185,335	1,011,653	165,877	93,410	887,513	500,013	887,513	500,013	48,288
Demand	12,475,315	7,487,518	3,020,822	1,018,715	144,151	172,482	355,916	240,128	355,916	240,128	18,575
Customer	2,072,510	1,724,053	250,314	16,489	8,821	4,096	4,886	4,886	4,886	4,886	58,148
Total	24,396,829	14,207,476	5,457,471	2,044,887	318,849	230,788	1,248,325	763,036	1,248,325	763,036	120,889

POHAWE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

ALLOCATION OF RATE BASE BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHEMSTAR	CYPRUS BAGDAD	LIGHTING
GROSS PLANT IN SERVICE:										
Energy	E-1	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	1,244,757	783,386	323,288	113,397	14,713	0	0	0	0
Demand - Pr.In.- OH	D-3	7,302,704	4,484,255	2,005,800	682,115	174,938	0	0	0	0
Demand - Pr.In.- LG	D-4	4,822,253	2,821,208	1,281,844	410,304	0	0	0	0	45,786
Demand - Sec. Transf.	D-5	5,120,073	3,118,390	1,394,708	453,485	121,653	0	0	0	28,807
Demand - Sec. Lines	D-6	2,949,877	2,369,741	531,918	0	0	0	0	0	31,847
Demand - Sec.- LG	D-7	502,472	452,225	50,247	0	0	0	0	0	48,021
Customer Accounts	C-1	1,468,425	1,282,186	166,458	8,478	5,860	5,084	5,084	5,084	0
Secondary Transformers	C-2	1,708,892	1,177,876	458,185	27,788	13,875	0	0	0	13,484
Overhead Services	C-3	1,553,871	1,321,630	204,525	8,525	3,851	0	0	0	30,908
Meters	C-4	2,080,406	1,765,438	239,873	43,302	11,703	0	0	0	17,338
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	348,571	0	0	0	0	0	0	0	0
Specific - BIA	S-2	1,352,387	0	0	0	0	1,352,387	0	0	348,571
Specific - Chemstar	S-3	1,055,980	0	0	0	0	0	1,055,980	0	0
Specific - Cyprus Bagdad	S-4	608,815	0	0	0	0	0	0	608,815	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
Total		31,877,883	19,586,525	8,634,824	1,713,428	346,183	1,357,451	1,081,024	813,878	594,783

MONAHE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-68

ALLOCATION OF RATE BASE BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHEMSTAR	CYPRIUS BASCO	LIGHTING
ACCUMULATED DEPRECIATION:										
Energy	E-1	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	431,378	274,897	112,038	39,280	5,089	0	0	0	0
Demand - Prim.- OH	D-3	1,718,415	1,045,303	467,851	192,023	40,702	0	0	0	0
Demand - Prim.- UG	D-4	1,035,006	540,083	286,885	83,980	0	0	0	0	10,875
Demand - Sec. Transf.	D-5	1,123,038	694,022	305,931	98,473	26,885	0	0	0	0,597
Demand - Sec. Lines	D-6	702,808	584,774	126,770	0	0	0	0	0	5,906
Demand - Sec.- UG	D-7	115,057	103,550	11,507	0	0	0	0	0	11,445
Customer Accounts	C-1	670,528	577,231	74,839	2,917	2,545	2,280	2,280	2,280	0
Secondary Transformers	C-2	374,368	258,391	100,061	6,091	3,044	0	0	0	8,082
Overhead Services	C-3	340,431	288,530	44,822	1,430	800	0	0	0	8,780
Meters	C-4	567,171	488,839	83,702	11,823	3,108	0	0	0	3,800
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	81,087	0	0	0	0	0	0	0	81,087
Specific - BIA	S-2	340,317	0	0	0	0	340,317	0	0	0
Specific - Chemstar	S-3	427,882	0	0	0	0	0	427,882	0	0
Specific - Cyprus Basco	S-4	182,032	0	0	0	0	0	0	182,032	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
Total		8,086,438	4,912,878	1,586,285	406,703	82,085	342,897	430,182	184,312	133,442
NET PLANT IN SERVICE		23,778,227	14,873,848	8,038,338	1,306,726	284,128	1,014,854	630,052	410,387	431,311

ALLOCATION OF RATE BASE BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	COMMERCIAL	SMALL	LAIRGE	IRRIGATION	BIA	CHEMSTAR	CYPRUS	BAGDAD	LIGHTING
PLUS:												
DWIP:												
Energy	E-1	0	0	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	0	0	0	0	0	0	0	0	0	0	0
Demand - Prim.- OH	D-3	1,005,180	612,211	273,814	89,030	23,883	0	0	0	0	0	8,252
Demand - Prim.- UC	D-4	628,118	392,489	175,543	57,000	0	0	0	0	0	0	4,007
Demand - Sec. Transf.	D-5	743,363	452,745	202,492	65,840	17,882	0	0	0	0	0	4,824
Demand - Sec. Lines	D-6	383,048	315,771	70,878	0	0	0	0	0	0	0	8,388
Demand - Sec.- UC	D-7	89,902	62,912	6,990	0	0	0	0	0	0	0	0
Customer Accounts	C-1	0	0	0	0	0	0	0	0	0	0	0
Secondary Transformers	C-2	247,788	171,025	65,228	4,032	2,015	0	0	0	0	0	4,487
Overhead Services	C-3	225,785	182,048	26,720	848	531	0	0	0	0	0	2,520
Meters	C-4	239,256	205,004	27,854	5,038	1,359	0	0	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0	0	0
Lighting	S-1	0	0	0	0	0	0	0	0	0	0	0
Specific - BIA	S-2	0	0	0	0	0	0	0	0	0	0	0
Specific - Chemstar	S-3	0	0	0	0	0	0	0	0	0	0	0
Specific - Cyprus Bagdad	S-4	0	0	0	0	0	0	0	0	0	0	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0	0	0
Total		3,553,430	2,404,204	853,530	221,888	45,450	0	0	0	0	0	28,288

POHAWE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-68

ALLOCATION OF RATE RISE BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	COMMERCIAL	SMALL	LARGE	IRRIGATION	BIA	CHEMSTAR	CYPRUS	LIGHTING
WORKING CAPITAL:											
Energy	E-1	0	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	0	0	0	0	0	0	0	0	0	0
Demand - Prim.- DH	D-3	348,470	211,023	84,381	30,888	0,232	0	0	0	0	2,155
Demand - Prim.- UG	D-4	216,881	135,287	60,508	19,875	0	0	0	0	0	1,381
Demand - Sec. Transf.	D-5	258,230	156,057	68,787	22,884	8,008	0	0	0	0	1,584
Demand - Sec. Lines	D-6	135,480	106,843	24,431	0	0	0	0	0	0	2,205
Demand - Sec.- UG	D-7	24,035	21,885	2,408	0	0	0	0	0	0	0
Customer Accounts	C-1	0	0	0	0	0	0	0	0	0	0
Secondary Transformers	C-2	85,410	58,851	22,828	1,350	884	0	0	0	0	1,547
Overhead Services	C-3	77,819	68,187	10,244	327	183	0	0	0	0	688
Motors	C-4	82,480	70,883	8,601	1,737	468	0	0	0	0	0
Customer - Special	C-5	(688,283)	(848,261)	(50,100)	(822)	0	0	0	0	0	0
Lighting	S-1	18,538	0	0	0	0	0	0	0	0	18,538
Specific - BIA	S-2	58,387	0	0	0	0	0	58,387	0	0	0
Specific - Chemstar	S-3	10,758	0	0	0	0	0	0	10,758	0	0
Specific - Cyprus Bagdad	S-4	1,555	0	0	0	0	0	0	0	1,555	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0	0
Total		708,782	282,444	235,088	75,588	15,688	58,387	10,758	1,555	26,287	

ALLOCATION OF RATE BASE BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHEMSTAR	CYPRIUS BAGDAD	LIGHTING
LESS:										
ADVANCES & CONTRIBUTIONS:										
Energy										
Energy - Special	E-1	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	E-2	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-1	0	0	0	0	0	0	0	0	0
Demand - Prim.- OH	D-2	0	0	0	0	0	0	0	0	0
Demand - Prim.- IK	D-3	0	0	0	0	0	0	0	0	0
Demand - Sec. Transf.	D-4	0	0	0	0	0	0	0	0	0
Demand - Sec. Lines	D-5	0	0	0	0	0	0	0	0	0
Demand - Sec.- IG	D-6	0	0	0	0	0	0	0	0	0
Customer Accounts	D-7	0	0	0	0	0	0	0	0	0
Secondary Transformers	C-1	0	0	0	0	0	0	0	0	0
Overhead Services	C-2	0	0	0	0	0	0	0	0	0
Meters	C-3	0	0	0	0	0	0	0	0	0
Customer - Special	C-4	0	0	0	0	0	0	0	0	0
Lighting	C-5	0	0	0	0	0	0	0	0	0
Specific - BIA	S-1	0	0	0	0	0	0	0	0	0
Specific - Chemstar	S-2	0	0	0	0	0	0	0	0	0
Specific - Cyprius Bagdad	S-3	0	0	0	0	0	0	0	0	0
Specific - Consumer Adv.	S-4	0	0	0	0	0	0	0	0	0
	S-5	2,051,039	1,829,462	105,931	72,826	0	0	0	234,504	6,371
Total		2,051,039	1,829,462	105,931	72,826	0	0	0	234,504	6,371

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

ALLOCATION OF RATE BASE BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHEMSTAR	CYPRUS BACDAD	LIGHTING
DEFERRED TAXES:										
Energy	E-1	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	0	0	0	0	0	0	0	0	0
Demand - Prim. - OH	D-3	0	0	0	0	0	0	0	0	0
Demand - Prim. - IG	D-4	0	0	0	0	0	0	0	0	0
Demand - Sec. Transf.	D-5	0	0	0	0	0	0	0	0	0
Demand - Sec. Lines	D-6	0	0	0	0	0	0	0	0	0
Demand - Sec. - IG	D-7	0	0	0	0	0	0	0	0	0
Customer Accounts	C-1	0	0	0	0	0	0	0	0	0
Secondary Transformers	C-2	0	0	0	0	0	0	0	0	0
Overhead Services	C-3	0	0	0	0	0	0	0	0	0
Meters	C-4	0	0	0	0	0	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	0	0	0	0	0	0	0	0	0
Specific - BIA	S-2	0	0	0	0	0	0	0	0	0
Specific - Chemstar	S-3	0	0	0	0	0	0	0	0	0
Specific - Cyprus Banded	S-4	0	0	0	0	0	0	0	0	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
Total		0	0	0	0	0	0	0	0	0
TOTAL RATE BASE										
		25,888,341	15,730,634	8,021,027	1,537,485	325,246	1,074,241	841,518	185,417	477,517

POHAWE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

ALLOCATION OF OPERATING EXPENSES BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	GA	CHEMSTAR	CYPRIUS BAYDAD	LIGHTING
<b>PRODUCTION EXPENSES:</b>										
Energy - Special	E-1	6,861,481	4,885,906	2,188,335	1,011,663	165,877	53,410	0	500,013	49,288
Energy - Power Sup.	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	9,570,585	5,935,396	2,618,489	840,050	110,062	46,000	0	211,757	0
Demand - Trans.	D-2	0	0	0	0	0	0	0	0	0
Demand - Prim.- OH	D-3	0	0	0	0	0	0	0	0	0
Demand - Prim.- UC	D-4	0	0	0	0	0	0	0	0	0
Demand - Sec. Transf.	D-5	0	0	0	0	0	0	0	0	0
Demand - Sec. Lines	D-6	0	0	0	0	0	0	0	0	0
Demand - Sec.- UC	D-7	0	0	0	0	0	0	0	0	0
Customer Accounts	C-1	0	0	0	0	0	0	0	0	0
Secondary Transformers	C-2	0	0	0	0	0	0	0	0	0
Overhead Services	C-3	0	0	0	0	0	0	0	0	0
Meters	C-4	0	0	0	0	0	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	0	0	0	0	0	0	0	0	0
Specific - BIA	S-2	0	0	0	0	0	0	0	0	0
Specific - Chemstar	S-3	1,172,734	0	0	0	0	0	1,172,734	0	0
Specific - Cyprius Baydady	S-4	0	0	0	0	0	0	0	0	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
<b>Total</b>		<b>19,704,820</b>	<b>10,821,301</b>	<b>4,804,824</b>	<b>1,859,713</b>	<b>275,939</b>	<b>100,211</b>	<b>1,172,734</b>	<b>720,810</b>	<b>49,288</b>

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-80

ALLOCATION OF OPERATING EXPENSES BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHENSTAR	CYPRIUS BACKROAD	LIGHTING
TRANSMISSION EXPENSES:										
Energy - Special	E-1	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	E-2	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-1	0	0	0	0	0	0	0	0	0
Demand - Prim.- OH	D-2	4,590	2,828	1,182	418	54	0	0	0	0
Demand - Prim.- UG	D-3	0	0	0	0	0	0	0	0	0
Demand - Sec. Transf.	D-4	0	0	0	0	0	0	0	0	0
Demand - Sec. Lines	D-5	0	0	0	0	0	0	0	0	0
Demand - Sec.- UG	D-6	0	0	0	0	0	0	0	0	0
Customer Accounts	D-7	0	0	0	0	0	0	0	0	0
Secondary Transformers	C-1	0	0	0	0	0	0	0	0	0
Overhead Services	C-2	0	0	0	0	0	0	0	0	0
Meters	C-3	0	0	0	0	0	0	0	0	0
Customer - Special	C-4	0	0	0	0	0	0	0	0	0
Lighting	C-5	0	0	0	0	0	0	0	0	0
Specific - BIA	S-1	234	0	0	0	0	234	0	0	0
Specific - Chenstar	S-2	3,208	0	0	0	0	0	3,208	0	0
Specific - Cyprus Backroad	S-3	2,195	0	0	0	0	0	0	2,195	0
Specific - Consumer Adv.	S-4	0	0	0	0	0	0	0	0	0
	S-5	0	0	0	0	0	0	0	0	0
Total		10,225	2,828	1,182	418	54	234	3,208	2,195	0

POHAWE ELECTRIC COOPERATIVE, INC. \*\*\* TWELVE MONTHS ENDED 7-31-88

ALLOCATION OF OPERATING EXPENSES BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHEMSTAR	CYPRUS BAGDAD	LIGHTING
DISTRIBUTION EXPENSES:										
Energy	E-1	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	0	0	0	0	0	0	0	0	0
Demand - Pr.Jm.- UH	D-3	421,957	255,983	114,841	37,373	10,028	0	0	0	2,025
Demand - Pr.Jm.- UC	D-4	82,323	51,350	22,871	7,469	0	0	0	0	524
Demand - Sec. Transf.	D-5	98,887	54,015	24,158	7,855	2,107	0	0	0	552
Demand - Sec. Lines	D-6	157,207	150,465	33,774	0	0	0	0	0	3,049
Demand - Sec.- UC	D-7	9,147	8,232	915	0	0	0	0	0	0
Customer Accounts	C-1	0	0	0	0	0	0	0	0	0
Secondary Transformers	C-2	29,552	20,404	7,801	401	240	0	0	0	535
Overhead Services	C-3	7,300	8,210	951	31	17	0	0	0	81
Meters	C-4	83,351	79,887	10,888	1,986	530	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	14,980	0	0	0	0	0	0	0	14,980
Specific - BIA	S-2	8,878	0	0	0	0	8,878	0	0	0
Specific - Chemstar	S-3	9,325	0	0	0	0	0	9,325	0	0
Specific - Cyprus Bagdad	S-4	1,760	0	0	0	0	0	0	1,760	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
Total		854,538	627,665	215,489	55,175	12,021	8,878	9,325	1,760	22,327

MOHIVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

ALLOCATION OF OPERATING EXPENSES BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHEMSTAR	CYPRUS BAGDAD	LIGHTING
CUST. ACCOUNTS & INFO:										
Energy	E-1	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	0	0	0	0	0	0	0	0	0
Demand - Prim. - OH	D-3	0	0	0	0	0	0	0	0	0
Demand - Prim. - UG	D-4	0	0	0	0	0	0	0	0	0
Demand - Sec. Transf.	D-5	0	0	0	0	0	0	0	0	0
Demand - Sec. Lines	D-6	0	0	0	0	0	0	0	0	0
Demand - Sec. - UG	D-7	0	0	0	0	0	0	0	0	0
Customer Accounts	C-1	706,257	676,857	67,872	3,420	2,988	2,073	2,873	2,873	7,108
Secondary Transformers	C-2	0	0	0	0	0	0	0	0	0
Overhead Services	C-3	0	0	0	0	0	0	0	0	0
Netats	C-4	0	0	0	0	0	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	0	0	0	0	0	0	0	0	0
Specific - BIA	S-2	0	0	0	0	0	0	0	0	0
Specific - Chromatar	S-3	0	0	0	0	0	0	0	0	0
Specific - Cyprus Bagdad	S-4	0	0	0	0	0	0	0	0	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
Total		706,257	676,857	67,872	3,420	2,988	2,073	2,873	2,873	7,108

ALLOCATION OF OPERATING EXPENSES BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHEMSTAR	CYPRUS BAGDAD	LIGHTING
<b>ADMINISTRATIVE &amp; GENERAL:</b>										
Energy	E-1	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	20,784	13,247	5,398	1,883	246	0	0	0	0
Demand - Prim.- OH	D-3	190,133	115,801	51,792	16,840	4,518	0	0	0	1,183
Demand - Prim.- LG	D-4	98,433	55,171	24,675	8,024	0	0	0	0	583
Demand - Sec. Transf.	D-5	24,856	15,189	6,788	2,210	593	0	0	0	155
Demand - Sec. Lines	D-6	99,525	79,858	17,847	0	0	0	0	0	1,620
Demand - Sec.- LG	D-7	9,825	8,843	893	0	0	0	0	0	0
Customer Accounts	C-1	530,265	456,511	59,266	2,307	2,015	1,803	1,803	1,803	4,794
Secondary Transformers	C-2	8,319	5,742	2,224	135	88	0	0	0	151
Overhead Services	C-3	7,102	6,041	835	30	17	0	0	0	79
Meters	C-4	154,892	132,718	10,033	3,282	890	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	8,072	0	0	0	0	0	0	0	8,072
Specific - BIA	S-2	43,221	0	0	0	0	43,221	0	0	0
Specific - Chemstar	S-3	5,511	0	0	0	0	0	5,511	0	0
Specific - Cyprus Bagdad	S-4	3,850	0	0	0	0	0	0	3,850	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
Total		1,104,820	889,230	186,051	34,701	6,336	46,024	7,314	5,653	10,817

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

ALLOCATION OF OPERATING EXPENSES BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHEMSTAR	CYPRIUS BACKBOND	LIGHTING
DEPRECIATION:										
Energy	E-1	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	33,843	21,635	8,818	3,091	401	0	0	0	0
Demand - Prim.- OH	D-3	218,855	133,294	59,616	19,394	5,200	0	0	0	1,381
Demand - Prim.- UC	D-4	134,080	84,028	37,502	12,220	0	0	0	0	858
Demand - Sec. Transf.	D-5	153,107	93,305	41,731	13,568	3,040	0	0	0	893
Demand - Sec. Lines	D-6	87,480	70,265	15,772	0	0	0	0	0	1,424
Demand - Sec.- UC	D-7	14,865	13,408	1,457	0	0	0	0	0	0
Customer Accounts	C-1	38,670	34,150	4,434	173	151	135	135	135	359
Secondary Transformers	C-2	51,088	35,246	13,609	831	415	0	0	0	925
Overhead Structures	C-3	48,482	39,548	6,120	185	102	0	0	0	519
Meters	C-4	80,284	51,882	7,079	1,270	342	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	10,354	0	0	0	0	0	0	0	10,354
Specific - BIA	S-2	39,700	0	0	0	0	39,700	0	0	0
Specific - Chemstar	S-3	29,111	0	0	0	0	0	29,111	0	0
Specific - Cyprius Backbond	S-4	15,885	0	0	0	0	0	0	15,885	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
Total		835,882	574,602	198,238	80,733	10,259	39,938	29,248	16,020	16,782

ALLOCATION OF OPERATING EXPENSES BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	COMMERCIAL	SMALL C & I	LARGE C & I	IRRIGATION	DIA	CHEMSTAR	CYPRUS BAGDAD	LIGHTING
PROPERTY TAXES:											
Energy	E-1	0	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	27,139	17,268	7,348	2,471	321	0	0	0	0	0
Demand - Prim. - OH	D-3	180,822	97,768	43,726	14,217	3,814	0	0	0	0	988
Demand - Prim. - UE	D-4	98,505	61,510	27,511	8,845	0	0	0	0	0	828
Demand - Sec. Transf.	D-5	111,828	67,967	30,408	9,887	2,052	0	0	0	0	694
Demand - Sec. Lines	D-6	84,304	51,865	11,597	0	0	0	0	0	0	1,047
Demand - Sec. - UE	D-7	10,855	9,859	1,085	0	0	0	0	0	0	0
Customer Accounts	C-1	32,473	27,854	3,828	141	123	110	110	110	110	294
Secondary Transformers	C-2	37,203	25,882	9,045	806	303	0	0	0	0	874
Overhead Services	C-3	33,073	28,814	4,459	142	80	0	0	0	0	378
Meters	C-4	44,821	38,480	5,230	945	255	0	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0	0
Lighting	S-1	7,600	0	0	0	0	0	0	0	0	7,600
Specific - DIA	S-2	29,485	0	0	0	0	29,485	0	0	0	0
Specific - Chemstar	S-3	23,022	0	0	0	0	0	23,022	0	0	0
Specific - Cyprus Bagdad	S-4	13,268	0	0	0	0	0	0	0	13,268	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0	0
Total		695,000	427,027	144,648	37,356	7,548	29,985	23,133	13,379	12,313	

FOURAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-69

ALLOCATION OF OPERATING EXPENSES BY CLASS OF SERVICE

DESCRIPTION	FACTOR	TOTAL	RESIDENTIAL	COMMERCIAL	SMALL C & I	IRRIGATION	BIA	CHEMSTAR	CYPRUS BROAD	LIGHTING
OTHER TAXES:										
Energy	E-1	0	0	0	0	0	0	0	0	0
Energy - Special	E-2	0	0	0	0	0	0	0	0	0
Demand - Power Sup.	D-1	0	0	0	0	0	0	0	0	0
Demand - Trans.	D-2	2,007	1,270	521	183	24	0	0	0	0
Demand - Prlm.- OH	D-3	18,350	11,182	9,001	1,626	436	0	0	0	114
Demand - Prlm.- LG	D-4	8,539	5,327	2,383	775	0	0	0	0	84
Demand - Sec. Transf.	D-5	2,410	1,468	656	213	57	0	0	0	15
Demand - Sec. Lines	D-6	9,610	7,721	1,733	0	0	0	0	0	195
Demand - Sec.- LG	D-7	849	854	95	0	0	0	0	0	0
Customer Accounts	C-1	51,207	44,082	5,723	223	185	174	174	174	483
Secondary Transformers	C-2	803	554	215	13	7	0	0	0	15
Overhead Services	C-3	888	583	90	3	2	0	0	0	8
Meters	C-4	14,957	12,816	1,741	315	85	0	0	0	0
Customer - Special	C-5	0	0	0	0	0	0	0	0	0
Lighting	S-1	779	0	0	0	0	0	0	0	779
Specific - BIA	S-2	4,174	0	0	0	0	4,174	0	0	0
Specific - Chemstar	S-3	532	0	0	0	0	0	532	0	0
Specific - Cyprus Broad	S-4	372	0	0	0	0	0	0	372	0
Specific - Consumer Adv.	S-5	0	0	0	0	0	0	0	0	0
Total		115,385	85,887	18,158	3,391	805	4,348	708	845	1,805
TOTAL OPERATING EXPENSES										
		24,356,827	10,207,478	5,487,471	2,044,867	318,848	230,788	1,248,337	763,036	125,080

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	D-1	D-2	D-3
INTANGIBLE PLANT:									
Organization		0							
Franchises		482							
Other		117							

Total F-23 579 550 29 0 0 0 10 92

STEAM PRODUCTION:

Land  
Structures & Improvements  
Boiler Plant Equip.  
Engines & EGG's  
Turbogenerator Units  
Accessory Electric Equip.  
Misc. Power Plt. Equip.

Total F-3 0 0 0 0 0 0 0 0

NUCLEAR PRODUCTION:

Land  
Structures & Improvements  
Reactor Plant Equipment  
Turbogenerator Units  
Accessory Electric Equip.  
Misc. Power Plt. Equip.

Total F-3 0 0 0 0 0 0 0

MEHANE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-68

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTORY	D-4	D-5	D-6	D-7	C-1	C-2	C-3	C-4
<b>INTRANGIBLE PLANT:</b>									
Organization									
Franchise									
Other									
Total	F-23	43	12	48	5	257	4	3	75
<b>STEAM PRODUCTIONS:</b>									
Land									
Structures & Improvements									
Boiler Plant Equip.									
Engines & EQ's									
Turbogenerator Units									
Accessory Electric Equip.									
Misc. Power Plt. Equip.									
Total	F-3								
<b>NUCLEAR PRODUCTIONS:</b>									
Land									
Structures & Improvements									
Reactor Plant Equipment									
Turbogenerator Units									
Accessory Electric Equip.									
Misc. Power Plt. Equip.									
Total	F-3								

MEHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	C-5	S-1	S-2	S-3	S-4	S-5
<b>INTANGIBLE PLANT:</b>							
Organization							
Franchises							
Other							
Total	F-23	0	4	21	3	2	0
<b>STEAM PRODUCTION:</b>							
Land							
Structures & Improvements							
Boiler Plant Equip.							
Engines & EUG's							
Turbogenerator Units							
Accessory Electric Equip.							
Misc. Power Plt. Equip.							
Total	F-3	0	0	0	0	0	0
<b>NUCLEAR PRODUCTION:</b>							
Land							
Structures & Improvements							
Reactor Plant Equipment							
Turbogenerator Units							
Accessory Electric Equip.							
Misc. Power Plt. Equip.							
Total	F-3	0	0	0	0	0	0

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	TOTAL	FUNCT.	E-1	E-2	D-1	D-2	D-3
<b>OTHER PRODUCTION:</b>								
Land		0	0	0	0	0	0	0
Structures & Improvements		0	0	0	0	0	0	0
Fuel Holders & Accessories		0	0	0	0	0	0	0
Prime Movers		0	0	0	0	0	0	0
Generators		0	0	0	0	0	0	0
Accessory Electric Equip.		0	0	0	0	0	0	0
Misc. Power Pit. Equip.		0	0	0	0	0	0	0
<b>Total</b>	<b>F-3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Production Plant</b>								
<b>Percent-Funct.</b>	<b>F-20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TRANSMISSION PLANT:</b>								
Land		2,282	2,282	0	0	0	2,282	0
Structures & Improvements		0	0	0	0	0	0	0
Station Equip.-Power Sup.		584,038	108,107	447,932	0	0	108,107	0
Station Equip.-Other		0	0	0	0	0	0	0
Towers & Fixtures-Power Sup.		1,288,034	784,887	504,108	0	0	784,887	0
Towers & Fixtures-Other		0	0	0	0	0	0	0
Poles & Fixtures		0	0	0	0	0	0	0
Overhead Cond.-Power Sup.		787,142	283,038	504,108	0	0	283,038	0
Overhead Cond.-Other		0	0	0	0	0	0	0
Underground Conduit		0	0	0	0	0	0	0
Underground Conductor		0	0	0	0	0	0	0
Twists		0	0	0	0	0	0	0
<b>Total</b>	<b>F-4</b>	<b>2,842,587</b>	<b>1,188,382</b>	<b>1,458,205</b>	<b>0</b>	<b>0</b>	<b>1,188,382</b>	<b>0</b>
<b>Percent</b>	<b>F-21</b>	<b>100.00%</b>	<b>44.88%</b>	<b>56.11%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>44.88%</b>	<b>0.00%</b>
	<b>F-21A</b>		<b>100.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100.00%</b>	<b>0.00%</b>

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	D-4	D-5	D-6	D-7	D-1	D-2	D-3	D-4
<b>OTHER PRODUCTION:</b>									
Land									
Structures & Improvements									
Fuel Holders & Accessories									
Prime Movers									
Generators									
Accessory Electric Equip.									
Misc. Power Plt. Equip.									
<b>Total</b>	<b>F-3</b>								
Total Production Plant		0	0	0	0	0	0	0	0
Percent-Funct.	<b>F-20</b>								
<b>TRANSMISSION PLANT:</b>									
Land									
Structures & Improvements									
Station Equip.-Power Sup.									
Station Equip.-Other									
Towers & Fixtures-Power Sup.									
Towers & Fixtures-Other									
Poles & Fixtures									
Overhead Cond.-Power Sup.									
Overhead Cond.-Other									
Underground Conduit									
Underground Conductor									
Trails									
<b>Total</b>	<b>F-4</b>	0	0	0	0	0	0	0	0
Percent	<b>F-21</b>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	<b>F-21A</b>	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

MONAHE ELECTRIC COOPERATIVE, INC. TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	C-5	S-1	S-2	S-3	S-4	S-5
<b>OTHER PRODUCTIONS:</b>							
Land							
Structures & Improvements							
Fuel Holders & Accessories							
Prime Movers							
Generators							
Accessory Electric Equip.							
Misc. Power Pit. Equip.							

Total	F-3	0	0	0	0	0	0
Total Production Plant	F-20	0	0	0	0	0	0
Percent-Funct.							

TRANSMISSION PLANT:

Land							
Structures & Improvements							
Station Equip.-Power Sup.			30,509	417,483			
Station Equip.-Other							
Towers & Fixtures-Power Sup.			15,018	205,503	283,581		
Towers & Fixtures-Other							
Poles & Fixtures							
Overhead Cond.-Power Sup.			15,018	205,503	203,580		
Overhead Cond.-Other							
Underground Conduit							
Underground Conductor							
Totals							
Total	F-4	0	0	80,545	828,469	567,161	0
Percent	F-21 F-21A	0.00%	0.00%	2.28%	31.35%	21.48%	

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	D-1	D-2	D-3
DISTRIBUTION PLANT:									
Land	F-5	76,641	76,641	0					76,641
Structures & Improvements	F-5	12,587	12,587	0					12,587
Station Equip.-Primary	F-5	2,183,362	1,883,992	289,370					1,883,992
Station Equip.-Secondary	F-5	0	0	0					0
Poles-Primary	F-6	2,503,852	1,937,727	566,225					1,937,727
Poles-Secondary	F-9	1,124,884	1,124,884	0					
Overhead Cond.-Primary	F-6	3,438,268	2,917,635	521,632					2,917,635
Overhead Cond.-Secondary	F-9	1,545,170	1,545,170	0					
Underground Conduit-Pri.	F-7	1,243,777	1,243,777	0					
Underground Conduit-Sec.	F-10	138,198	138,198	0					
Underground Conductor-Pri.	F-7	3,030,097	3,030,097	0					
Underground Conductor-Sec.	F-10	338,677	338,677	0					
Line Transformers	F-8	8,733,307	8,733,307	0					
Overhead Services	F-12	1,533,724	1,533,724	0					
Meters	F-13	1,691,211	1,625,366	55,845					
Lighting	F-14	325,800	0	325,800					

Total	25,878,944	24,139,972	1,738,972	0	0	0	0	0	8,829,883
Percent	100.00%	93.26%	6.72%	0.00%	0.00%	0.00%	0.00%	0.00%	28.39%
Percent		100.00%		0.00%	0.00%	0.00%	0.00%	0.00%	28.25%

MEHANE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	D-4	D-5	D-0	D-7	C-1	C-2	C-3	C-4
DISTRIBUTION PLANTS:									
Land									
Structures & Improvements	F-5								
Station Equip.-Primary	F-8								
Station Equip.-Secondary	F-5								
Poles-Primary	F-8								
Poles-Secondary	F-8								
Overhead Cond.-Primary	F-8			1,124,884					
Overhead Cond.-Secondary	F-8			1,545,178					
Underground Conduit-Pri.	F-7				138,186				
Underground Conduit-Sec.	F-10	1,243,777							
Underground Conductor-Pri.	F-7	3,030,057			336,877				
Underground Conductor-Sec.	F-10		5,049,880				1,683,327		
Line Transformers	F-8							1,533,724	
Overhead Services	F-12								
Meters	F-13								1,625,368
Lighting	F-14								

Total		4,273,874	5,049,880	2,670,143	474,875	0	1,683,327	1,533,724	1,625,368
Percent	F-22	16.51%	19.81%	10.32%	1.83%	0.00%	6.80%	5.93%	6.29%
Percent	F-22A	17.70%	20.82%	11.05%	1.87%	0.00%	6.87%	6.35%	6.73%

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-80

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	C-5	S-1	S-2	S-3	S-4	S-5
DISTRIBUTION PLANTS							
Land	F-5						
Structures & Improvements	F-5						
Station Equip.-Primary	F-5			72,203	197,167		
Station Equip.-Secondary	F-5						
Poles-Primary	F-6			556,225			
Poles-Secondary	F-6						
Overhead Cond.-Primary	F-6			521,632			
Overhead Cond.-Secondary	F-9						
Underground Conduit-Pri.	F-7						
Underground Conduit-Sec.	F-10						
Underground Conductor-Pri.	F-7						
Underground Conductor-Sec.	F-10						
Line Transformers	F-8						
Overhead Services	F-12			10,369	14,818	30,840	
Meters	F-13						
Lighting	F-14		325,970				

Total	0	325,930	1,170,448	211,983	30,840	0
Percent	F-22	0.00%	1.28%	0.82%	0.12%	0.00%
Percent	F-22A	0.00%	4.52%	0.82%	0.12%	0.00%

MEMPHIS ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-58

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	D-1	D-2	D-3
<b>GENERAL PLANT:</b>									
Land		102,810							
Structures & Improvements		705,454							
Office Furniture & Fixt.		888,110							
Transportation Equip.		535,888							
Stores Equipment		84,743							
Tools & Shop Equip.		185,262							
Laboratory Equipment		84,815							
Power Operated Equip.		804,130							
Communications Equip.		180,888							
Miscellaneous Equip.		8,368							
<b>Total</b>		<b>3,355,553</b>	<b>3,185,226</b>	<b>170,327</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>533,828</b>
<b>Percent</b>	<b>F-23</b>	<b>100.00%</b>	<b>94.92%</b>	<b>5.08%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>1.74%</b>	<b>15.81%</b>
<b>GROSS PLANT IN SERVICE</b>									
<b>Total</b>		<b>31,877,683</b>	<b>28,512,128</b>	<b>3,365,555</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,244,787</b>	<b>7,382,704</b>
<b>Percent</b>	<b>F-24</b>	<b>100.00%</b>	<b>89.44%</b>	<b>10.56%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>3.90%</b>	<b>23.10%</b>
<b>ACCUMULATED DEPRECIATION:</b>									
Production Plant	F-25	0	0	0	0	0	0	0	0
Transmission Plant	F-26A	950,843	409,088	541,755	0	0	0	405,068	0
Distribution Plant	F-26B	5,838,887	5,217,788	621,099	0	0	0	0	1,478,033
General Plant	F-27	1,510,808	1,434,213	76,595	0	0	0	28,280	240,412
<b>Total</b>		<b>8,088,438</b>	<b>7,057,107</b>	<b>1,031,331</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>431,378</b>	<b>1,718,415</b>

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	D-4	D-5	D-6	D-7	C-1	C-2	C-3	C-4
<b>GENERAL PLANT:</b>									
Land									
Structures & Improvements									
Office Furniture & Fixt.									
Transportation Equip.									
Stores Equipment									
Tools & Shop Equip.									
Laboratory Equipment									
Power Operated Equip.									
Communications Equip.									
Miscellaneous Equip.									
Total		248,338	70,081	278,488	27,582	1,488,188	23,381	18,943	434,985
Percent	F-23	7.40%	2.08%	8.33%	0.82%	44.38%	0.70%	0.55%	12.08%
<b>GROSS PLANT IN SERVICE</b>									
Total		4,822,253	5,120,073	2,849,877	502,472	1,489,425	1,708,632	1,553,871	2,080,408
Percent	F-24	14.18%	18.08%	8.25%	1.58%	4.87%	5.35%	4.87%	8.48%
<b>ACCUMULATED DEPRECIATION:</b>									
Production Plant	F-20	0	0	0	0	0	0	0	0
Transmission Plant	F-21A	0	0	0	0	0	0	0	0
Distribution Plant	F-22A	923,787	1,081,541	577,145	102,843	0	383,847	331,511	351,318
General Plant	F-23	111,818	31,555	126,844	12,424	670,528	10,519	8,880	185,052
Total		1,035,605	1,123,086	702,989	115,067	670,528	374,366	340,481	547,171

FUNCTIONALIZATION OF UTILITY PLANT

DESCRIPTION	FACTOR	C-5	S-1	S-2	S-3	S-4	S-5
<b>GENERAL PLANT:</b>							
Land							
Structures & Improvements							
Office Furniture & Fixt.							
Transportation Equip.							
Stores Equipment							
Tools & Shop Equip.							
Laboratory Equipment							
Power Operated Equip.							
Communications Equip.							
Miscellaneous Equip.							
<b>Total</b>		0	22,867	121,372	15,475	10,512	0
<b>Percent</b>		0.00%	0.88%	3.82%	0.49%	0.32%	
<b>F-23</b>							
<b>GROSS PLANT IN SERVICE</b>		0	345,571	1,352,387	1,055,850	838,515	0
<b>Percent</b>		0.00%	1.00%	4.24%	3.31%	1.81%	0.00%
<b>F-24</b>							
<b>ACCUMULATED DEPRECIATION:</b>							
Production Plant		0	0	0	0	0	0
Transmission Plant		0	0	24,420	334,100	187,164	0
Distribution Plant		0	70,881	281,247	88,754	0	0
General Plant		0	10,208	54,050	6,888	4,856	0
<b>Total</b>		0	81,089	340,317	427,882	182,032	0

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-69

FUNCTIONALIZATION OF OTHER RATE BASE COMPONENTS

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	O-1	D-2	D-3
<b>CMIPs</b>									
Production	F-20	0	0						
Transmission	F-21	0	0						
Distribution & General	F-22A	3,553,430	3,553,430						1,005,180
Total		3,553,430	3,553,430	0	0	0	0	0	1,005,180
<b>CONSUMER ADVANCES</b>									
	F-18	2,051,088	0	2,051,088					
<b>DEFERRED INCOME TAXES</b>									
	F-24	0	0	0	0	0	0	0	0
<b>WORKING CAPITAL:</b>									
Cash									
1/24 Fuel & Purchased Pow.		0	0	0	0	0	0	0	0
1/8 Other O & M		0	0	0	0	0	0	0	0
Total Cash		0	0	0	0	0	0	0	0
Prepays	F-27	0	0	0	0	0	0	0	0
Materials & Supplies Inv.	F-22	1,313,085	1,224,832	88,233	0	0	0	0	348,478
Other		0	0	0					
Less:									
Consumer Deposits		(508,283)	(508,283)	0					
Other		0	0	0					
Total Working Capital		705,782	816,549	88,233	0	0	0	0	348,478
<b>OVERHEAD DISTRIBUTION P.L.T.</b>									
Percent	F-25	7,525,508	7,525,508	0	0	0	0	0	4,855,353
UNDERGROUND DISTRIBUTION P.L.T.		100.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	84.02%
Percent	F-26	4,748,748	4,748,748	0	0	0	0	0	0
	F-26	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

MOHAVE ELECTRIC COOPERATIVE, INC. TWELVE MONTHS ENDED 7-31-09

FUNCTIONALIZATION OF OTHER RATE BASE COMPONENTS

DESCRIPTION	FACTOR	D-4	D-5	D-6	D-7	C-1	C-2	C-3	C-4
<b>CHUP:</b>									
Production	F-20	0	0	0	0	0	0	0	0
Transmission	F-21	0	0	0	0	0	0	0	0
Distribution & General	F-22A	829,119	743,383	383,048	89,802	0	247,788	225,788	239,256
Total		829,119	743,383	383,048	89,802	0	247,788	225,788	239,256
<b>CONSUMER ADVANCES</b>									
	F-18	0	0	0	0	0	0	0	0
<b>DEFERRED INCOME TAXES</b>									
	F-24	0	0	0	0	0	0	0	0
<b>WORKING CAPITAL:</b>									
Cash		0	0	0	0	0	0	0	0
1/24 Fuel & Purchased Pow.		0	0	0	0	0	0	0	0
1/8 Other O & M		0	0	0	0	0	0	0	0
Total Cash		0	0	0	0	0	0	0	0
Prepays	F-27	0	0	0	0	0	0	0	0
Materials & Supplies Inv.	F-22	216,881	256,230	135,480	24,085	0	85,410	77,819	92,488
Other		0	0	0	0	0	0	0	0
Lease		0	0	0	0	0	0	0	0
Consumer Deposits		0	0	0	0	0	0	0	0
Other		0	0	0	0	0	0	0	0
Total Working Capital		216,881	256,230	135,480	24,085	0	85,410	77,819	92,488
<b>OVERHEAD DISTRIBUTION P.L.T.</b>									
Percent	F-25	0.00%	0.00%	35.48%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>UNDERWRITING DISTRIBUTION P.L.T.</b>									
Percent	F-26	4,273,874	0	0	474,875	0	0	0	0
		80.80%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%

FUNCTIONALIZATION OF OTHER RATE BASE COMPONENTS

DESCRIPTION	FACTOR	C-5	S-1	S-2	S-3	S-4	S-5
<b>CLIPs</b>							
Production	F-20						
Transmission	F-21	0	0	0			
Distribution & General	F-22A	0	0	0	0	0	0
Total		0	0	0	0	0	0
<b>CONSUMER ADVANCES</b>	F-10						2,051,088
<b>DEFERRED INCOME TAXES</b>	F-24	0	0	0	0	0	0
<b>WORKING CAPITAL:</b>							
Cash:							
1/24 Fuel & Purchased Pow.		0	0	0	0	0	0
1/8 Other O & M		0	0	0	0	0	0
Total Cash		0	0	0	0	0	0
Prepays	F-27	0	0	0	0	0	0
Materials & Supplies Inv.	F-22	0	16,536	59,387	10,750	1,555	
Other							
Leases							
Consumer Deposits		(606,283)					
Other							
Total Working Capital		(606,283)	16,536	59,387	10,750	1,555	0
<b>OVERHEAD DISTRIBUTION P.L.T.</b>	F-25	0	0	0	0	0	0
Percent		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>UNDERGROUND DISTRIBUTION P.L.T.</b>	F-26	0	0	0	0	0	0
Percent		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

MICHANE ELECTRIC COOPERATIVE, INC. TWELVE MONTHS ENDED 7-31-88

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	D-1	D-2	D-3
<b>Maintenance:</b>									
Supervision & Eng.		0							
Structures		0							
Reactor Plant Equip.		0							
Electric Plant		0							
Miscellaneous		0							
<b>Total Maintenance</b>	<b>F-2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER POWER GENERATION:</b>									
<b>Operation:</b>									
Supervision & Eng.	F-3	0						0	
Fuel	F-1	0			0				
Generation Expenses	F-3	0						0	
Miscellaneous	F-3	0						0	
Rents	F-3	0						0	
<b>Total Operation</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Excl. Fuel</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Maintenance:</b>									
Supervision & Eng.		0							
Structures		0							
Generating & Elect. Plt.		0							
Miscellaneous Plt.		0							
<b>Total Maintenance</b>	<b>F-2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER POWER SUPPLY EXPENSES:</b>									
<b>Operation:</b>									
Purchased Power		19,704,820	19,532,000	1,172,734	9,801,491		9,570,505		
System Control & Disp.	F-3	0					0		
Other Expenses	F-3	0					0		
<b>Total Operation</b>		<b>19,704,820</b>	<b>19,532,000</b>	<b>1,172,734</b>	<b>9,801,491</b>	<b>0</b>	<b>9,570,505</b>	<b>0</b>	<b>0</b>
<b>Total Excl. P.P.</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

ROHAYE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-68

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	D-4	D-5	D-6	D-7	C-1	C-2	C-3	C-4
<b>Maintenances:</b>									
Supervision & Eng.									
Structures									
Reactor Plant Equip.									
Electric Plant									
Miscellaneous									
<b>Total Maintenance</b>	<b>F-2</b>								
<b>OTHER POWER GENERATION:</b>									
<b>Operation:</b>									
Supervision & Eng.	F-3								
Fuel	F-1								
Generation Expense	F-3								
Miscellaneous	F-3								
Rents	F-3								
<b>Total Operation</b>		0	0	0	0	0	0	0	0
<b>Total Excl. Fuel</b>		0	0	0	0	0	0	0	0
<b>Maintenances:</b>									
Supervision & Eng.									
Structures									
Generating & Elect. Plt.									
Miscellaneous Plt.									
<b>Total Maintenance</b>	<b>F-2</b>								
<b>OTHER POWER SUPPLY EXPENSES:</b>									
<b>Operation:</b>									
Purchased Power									
System Control & Disp.	F-3								
Other Expenses	F-3								
<b>Total Operation</b>		0	0	0	0	0	0	0	0
<b>Total Excl. P.P.</b>		0	0	0	0	0	0	0	0

MEHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\* TWELVE MONTHS ENDED 7-31-66

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	C-5	B-1	5-2	6-3	5-4	B-5
Maintenance:							
Supervision & Eng.							
Structures							
Reactor Plant Equip.							
Electric Plant							
Miscellaneous							
Total Maintenance	F-2				0		0
OTHER POWER GENERATION:							
Operation:							
Supervision & Eng.	F-3						
Fuel	F-1						
Generation Expense	F-3						
Miscellaneous	F-3						
Rents	F-3						
Total Operation							
Total Excl. Fuel		0	0	0	0	0	0
Maintenance:							
Supervision & Eng.							
Structures							
Generating & Elect. Plt.							
Miscellaneous Plt.							
Total Maintenance	F-2				0		0
OTHER POWER SUPPLY EXPENSES:							
Operations:							
Purchased Power					1,172,734		
System Control & Disp.	F-3						
Other Expenses	F-3						
Total Operation							
Total Excl. P.P.		0	0	0	0	0	0
		0	0	0	1,172,734	0	0

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-69

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	D-1	D-2	D-3
<b>TRANSMISSION EXPENSES:</b>									
Operations:									
Supervision & Eng.		0							
Load Dispatching		0							
Station Expenses		333							
Overhead Line Expense		0							
Underground Line Exp.		0							
Transmission By Others		0							
Miscellaneous		0							
Rents		8,973							
Total Operation	F-21	8,306	2,931	3,475	0	0	0	2,831	0
<b>Maintenance:</b>									
Supervision & Eng.		0							
Structures		0							
Station Equipment		0							
Overhead Lines		4,579							
Underground Lines		0							
Misc. Trans. Plant		(687)							
Total Maintenance	F-21	3,918	1,759	2,160	0	0	0	1,759	0

PEMAHE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	D-4	D-5	D-4	D-7	C-1	C-2	C-3	C-4
<b>TRANSMISSION EXPENSES:</b>									
Operations									
Supervision & Eng.									
Load Dispatching									
Station Expenses									
Overhead Line Expense									
Underground Line Exp.									
Transmission By Others									
Miscellaneous									
Rents									
Total Operation	F-21	0	0	0	0	0	0	0	0
<b>Maintenance:</b>									
Supervision & Eng.									
Structures									
Station Equipment									
Overhead Lines									
Underground Lines									
Misc. Trans. Plant									
Total Maintenance	F-21	0	0	0	0	0	0	0	0

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	C-5	S-1	S-2	S-3	S-4	S-5
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TRANSMISSION EXPENSES:

Operation:  
 Supervision & Eng.  
 Load Dispatching  
 Station Expenses  
 Overhead Line Expense  
 Underground Line Exp.  
 Transmission By Others  
 Miscellaneous  
 Rents

Total Operation	F-21	0	0	144	1,977	1,353	0
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Maintenance:  
 Supervision & Eng.  
 Structures  
 Station Equipment  
 Overhead Lines  
 Underground Lines  
 Misc. Trans. Plant

Total Maintenance	F-21	0	0	90	1,220	841	0
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MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	D-1	D-2	D-3
<b>DISTRIBUTION EXPENSES:</b>									
Operation:									
Supervision & Eng.	F-22	42,112	38,282	2,830	0	0	0	0	11,112
Load Dispatching	F-8	0							0
Station Expenses	F-5	48,853	42,567	8,086	0	0	0	0	42,567
Overhead Line Expenses	F-25	151,871	151,871	0	0	0	0	0	98,060
Underground Line Exp.	F-28	(232)	(232)	0	0	0	0	0	0
Lighting	F-14	0							0
Meter Expenses	F-13	28,904	27,944	960	0	0	0	0	0
Customer Inrat. Expense	F-13	0							0
Miscellaneous Dist. Exp.	F-22	70,528	65,789	4,739	0	0	0	0	18,610
Rents	F-22	2,501	2,333	168	0	0	0	0	660
Total Operation		344,437	328,854	14,783	0	0	0	0	170,989
<b>Maintenance:</b>									
Supervision & Eng.	F-22	7,425	6,926	499	0	0	0	0	1,959
Structures	F-6	0							0
Station Equipment	F-5	33,844	28,435	4,209	0	0	0	0	28,435
Overhead Lines	F-25	340,058	340,058	0	0	0	0	0	218,401
Underground Lines	F-28	88,089	88,089	0	0	0	0	0	0
Line Transformers	F-8	88,207	86,200						
Lighting	F-14	13,409	0	13,409					
Meters	F-13	59,852	57,871	1,981	0	0	0	0	0
Miscellaneous Dist. Plt.	F-22	614	573	41	0	0	0	0	162
Total Maintenance		610,101	588,982	20,139	0	0	0	0	250,859

NEHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	D-4	D-5	D-6	D-7	C-1	C-2	C-3	C-4
<b>DISTRIBUTION EXPENSES:</b>									
Operations:									
Supervision & Eng.	F-22	8,855	8,218	4,345	773	0	2,739	2,438	2,045
Load Dispatching	F-5	0	0	0	0	0	0	0	0
Station Expenses	F-5	0	0	0	0	0	0	0	0
Overhead Line Expense	F-25	0	0	53,821	0	0	0	0	0
Underground Line Exp.	F-25	(208)	0	0	(23)	0	0	0	0
Lighting	F-14	0	0	0	0	0	0	0	0
Meter Expenses	F-13	0	0	0	0	0	0	0	27,944
Customer Inst. Expense	F-13	0	0	0	0	0	0	0	0
Miscellaneous Dist. Exp.	F-22	11,848	13,783	7,277	1,294	0	4,598	4,180	4,430
Rents	F-22	413	488	258	40	0	183	148	157
Total Operation		18,807	22,488	65,801	2,090	0	7,489	9,824	35,175
<b>Maintenance:</b>									
Supervision & Eng.	F-22	1,228	1,448	786	136	0	483	440	486
Structures	F-5	0	0	0	0	0	0	0	0
Station Equipment	F-5	0	0	0	0	0	0	0	0
Overhead Lines	F-25	0	0	120,857	0	0	0	0	0
Underground Lines	F-25	82,189	0	0	6,910	0	0	0	0
Line Transformers	F-8	0	84,850	0	0	0	21,550	0	0
Lighting	F-14	0	0	0	0	0	0	0	57,871
Meters	F-13	101	120	63	11	0	40	36	39
Miscellaneous Dist. Plt.	F-22	0	0	0	0	0	0	0	0
Total Maintenance		83,517	86,218	121,408	7,057	0	22,073	476	58,175

PEMAHE ELECTRIC COOPERATIVE, INC. TWELVE MONTHS ENDED 7-31-08

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	8-5	8-1	8-2	8-3	8-4	8-5
<b>DISTRIBUTION EXPENSES:</b>							
Operation:							
Supervision & Eng.	F-22	0	530	1,805	345	50	0
Load Dispatching	F-5						
Station Expenses	F-5	0	0	1,831	4,455	0	0
Overhead Line Expense	F-25	0	0	0	0	0	0
Underground Line Exp.	F-26	0	0	0	0	0	0
Lighting	F-14						
Meter Expenses	F-13	0	0	179	255	527	0
Customer Inst. Expense	F-13						
Miscellaneous Dist. Exp.	F-22	0	809	3,180	878	04	0
Rents	F-22	0	31	113	20	3	0
Total Operation		0	1,450	7,010	5,853	883	0
<b>Maintenance:</b>							
Supervision & Eng.	F-22	0	94	338	61	8	0
Structures	F-5						
Station Equipment	F-5	0	0	1,120	3,081	0	0
Overhead Lines	F-25	0	0	0	0	0	0
Underground Lines	F-26	0	0	0	0	0	0
Line Transformers	F-8						
Lighting	F-14		13,409				
Meters	F-13	0	0	368	828	1,087	0
Miscellaneous Dist. Plt.	F-22	0	8	20	5	1	0
Total Maintenance		0	13,510	1,850	3,872	1,097	0

MOHAWE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	D-1	D-2	D-3
<b>CUSTOMER ACCOUNTS EXPENSE:</b>									
Supervision		0	0						
Meter Reading		185,177	185,177						
Customer Records & Coll.		415,184	415,184						
Uncollectible Accounts		88,118	88,118						
Misc. Customer Accts. Exp.		0	0						
<b>Total Cust. Accts.</b>	<b>F-11</b>	<b>688,459</b>	<b>688,459</b>	<b>0</b>					
<b>CUSTOMER SERVICE &amp; INFORMATION:</b>									
Supervision		0	0						
Customer Assistant		71,844	71,844						
Informational Adv.		28,488	28,488						
Misc. Customer Service		286	286						
Other Informational Exp.		17,100	17,100						
<b>Total Customer Serv.</b>	<b>F-11</b>	<b>117,788</b>	<b>117,788</b>	<b>0</b>					
<b>ADMINISTRATIVE &amp; GENERAL EXP:</b>									
Admin. & General Salaries		348,406							
Office Supplies & Expenses		78,453							
Outside Services		73,470							
Property Insurance		27,438							
Injuries & Damages		68,294							
Employee Pensions & Benefits		178,957							
Regulatory Comm. Expenses		58,674							
Miscellaneous General		312,141							
Rents		2,386							
Maintenance Of Gen. Plt.		51,523							
<b>Total Admin. &amp; Genl.</b>	<b>F-27</b>	<b>1,194,820</b>	<b>1,134,288</b>	<b>60,532</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,784</b>	<b>180,133</b>

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-88

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	D-4	D-5	D-6	D-7	C-1	C-2	C-3	C-4
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CUSTOMER ACCOUNTS EXPENSE:

Supervision  
Meter Reading  
Customer Records & Coll.  
Uncollectible Accounts  
Misc. Customer Accts. Exp.

Total Cust. Accts. F-11

888,488

CUSTOMER SERVICE & INFORMATION:

Supervision  
Customer Assistance  
Informational Adv.  
Misc. Customer Service  
Other Informational Exp.

Total Customer Serv. F-11

117,780

ADMINISTRATIVE & GENERAL EXP:

Admin. & General Salaries  
Office Supplies & Expenses  
Outside Services  
Property Insurance  
Injuries & Damages  
Employee Pensions & Benefits  
Regulatory Comm. Expenses  
Miscellaneous General  
Funds  
Maintenance Of Gen. Plt.

Total Admin. & Genl. F-27

88,433	24,850	88,828	8,028	530,288	0,310	7,302	138,882
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POHAWE ELECTRIC COOPERATIVE, INC. 1944 TWELVE MONTHS ENDED 7-31-44

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	D-5	S-1	S-2	S-3	S-4	S-5
<b>CUSTOMER ACCOUNTS EXPENSE:</b>							
Supervision							
Meter Reading							
Customer Records & Coll.							
Uncollectible Accounts							
Misc. Customer Accts. Exp.							
Total Cust. Accts.	F-11						
<b>CUSTOMER SERVICE &amp; INFORMATION:</b>							
Supervision							
Customer Assistance							
Informational Adv.							
Misc. Customer Service							
Other Informational Exp.							
Total Customer Serv.	F-11						
<b>ADMINISTRATIVE &amp; GENERAL EXP:</b>							
Admin. & General Salaries							
Office Supplies & Expenses							
Outside Services							
Property Insurance							
Injuries & Damages							
Employee Pensions & Benefits							
Regulatory Comm. Expenses							
Miscellaneous General							
Rents							
Maintenance Of Gen. Plt.							
Total Admin. & Genl.	F-27						
		0	6,072	43,221	5,511	3,850	0

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	TOTAL	FUNCT.	SPECIFIC	E-1	E-2	D-1	D-2	D-3
<b>DEPRECIATION EXPENSE:</b>									
Production Plant	F-20	0							
Transmission Plant	F-21A	72,434	32,388	40,046	0	0	0	32,308	0
Distribution Plant	F-22A	773,859	723,392	50,467	0	0	0	0	204,832
General Plant	F-23	598,359	84,852	4,537	0	0	0	1,595	14,273
Total Deprec. Expense		835,652	840,632	95,050	0	0	0	33,943	219,035
<b>PROPERTY TAXES</b>									
	F-24	695,000	621,624	73,376	0	0	0	27,139	180,522

**OTHER TAXES:**

Federal Unemployment  
FICA  
State Unemployment  
Use Taxes  
Misc. Taxes

3,717  
105,425  
4,281  
1,952  
0

Total Other Taxes	F-27	115,385	109,528	5,857	0	0	0	2,507	16,390
<b>TOTAL EXPENSES:</b>									
		24,356,827	22,948,599	1,448,228	0,951,461	0	9,570,595	88,482	1,779,626

**OTHER EXPENSE FACTORS:**

Salaries & Wages  
%

682,873  
100.00%

913,244  
94.92%

48,835  
5.08%

0  
0.00%

0  
0.00%

0  
0.00%

16,734  
1.74%

153,004  
15.91%

O & M Less Fuel & P.P.  
%

694,753  
100.00%

924,209  
98.80%

10,557  
1.23%

0  
0.00%

0  
0.00%

0  
0.00%

4,590  
0.48%

421,957  
43.74%

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	D-4	D-5	D-6	D-7	C-1	C-2	C-3	C-4
<b>DEPRECIATION EXPENSE:</b>									
Production Plant	F-20	0	0	0	0	0	0	0	0
Transmission Plant	F-21A	128,073	181,331	80,015	14,230	0	50,444	45,980	48,707
Distribution Plant	F-22A	6,815	1,887	7,445	735	39,870	822	531	11,587
General Plant	F-23								
Total Deprec. Expense		134,888	183,197	87,480	14,965	39,870	51,066	46,492	60,294
<b>PROPERTY TAXES</b>									
	F-24	98,595	111,528	84,308	10,955	32,473	37,208	33,873	44,021

**OTHER TAXES:**

Federal Unemployment  
FICA  
State Unemployment  
Use Taxes  
Misc. Taxes

Total Other Taxes	F-27	8,539	2,410	9,810	948	51,207	803	886	14,957
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**TOTAL EXPENSES**

		412,578	380,878	448,183	45,842	1,436,903	128,980	85,453	388,415
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**OTHER EXPENSE FACTORS:**

Salaries & Wages

	F-27	71,201	20,083	80,132	7,911	426,983	8,608	8,718	124,710
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O & M Less Fuel & P.P.

	F-28	82,323	88,687	187,287	9,147	0	28,882	7,300	93,381
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		5,535	9,415	19,445	0,085	0,005	3,085	0,785	9,885
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MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION OF OPERATING EXPENSES

DESCRIPTION	FACTOR	C-5	S-1	S-2	S-3	S-4	S-5
<b>DEPRECIATION EXPENSES</b>							
F-20							
Production Plant		0	0	1,685	22,784	15,367	0
F-21A		0	0,750	34,802	5,915	0	0
F-22A		0	804	3,233	412	288	0
F-23							
General Plant		0	10,354	39,700	29,111	15,805	0
Total Deprec. Expense		0	7,800	29,485	23,022	13,289	0
<b>PROPERTY TAXES</b>							
F-24							
		0	7,800	29,485	23,022	13,289	0

OTHER TAXES:

Federal Unemployment  
FICA  
State Unemployment  
Use Taxes  
Misc. Taxes

Total Other Taxes	F-27	0	778	4,174	532	372	
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TOTAL EXPENSES

		0	41,785	125,692	1,243,441	37,330	
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OTHER EXPENSE FACTORS:

Salaries & Wages  
X

F-27		0	0,499	34,789	4,437	3,100	0
		0.00%	0.66%	3.62%	0.46%	0.32%	0.00%

O & M Loss Fund & P.P.  
X

F-28		0	14,080	6,112	12,530	3,954	
		0.00%	1.65%	0.84%	1.30%	0.31%	

FUNCTIONALIZATION FACTORS

PRIMARY FUNCT. FACTORS	DESCRIPTION	TOTAL	E-1	E-2	D-1	D-2	D-3	D-4	D-5
F-1	ENERGY	100.00%	100.00%						
F-2	ENERGY - SPECIAL	0.00%		0.00%					
F-3	PRODUCTION	100.00%			100.00%				
F-4	TRANSMISSION	100.00%				100.00%			
F-5	DISTRIBUTION SUBS	100.00%					100.00%		
F-6	PRIMARY DIST. - OH	100.00%					100.00%		
F-7	PRIMARY DIST. - UG	100.00%						100.00%	
F-8	SECONDARY TRANSFORMERS	100.00%							75.00%
F-9	SECONDARY LINES	100.00%							
F-10	SECONDARY - UG	100.00%							
F-11	CUSTOMER ACCOUNTS	100.00%							
F-12	OVERHEAD SERVICES	100.00%							
F-13	METERS	100.00%							
F-14	LIGHTING	100.00%							
F-15	SPECIFIC - BIA	100.00%							
F-16	SPECIFIC - CHEMSTAR	100.00%							
F-17	SPECIFIC - CYPRUS BASEDAD	100.00%							
F-18	CONSUMER ADVANCES	100.00%							

DERIVED FUNCT. FACTORS	DESCRIPTION	TOTAL	E-1	E-2	D-1	D-2	D-3	D-4	D-5
F-20	TOTAL PROD. PLANT	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
F-21	TOTAL TRANS. PLANT	100.00%	0.00%	0.00%	0.00%	44.00%	0.00%	0.00%	0.00%
F-22	TOTAL DIST. PLANT	100.00%	0.00%	0.00%	0.00%	0.00%	26.30%	18.51%	18.51%
F-23	TOTAL GENERAL PLANT	100.00%	0.00%	0.00%	0.00%	1.74%	15.51%	7.40%	2.09%
F-24	GROSS PLANT IN SERVICE	100.00%	0.00%	0.00%	0.00%	3.00%	23.10%	14.15%	18.09%
F-25	TOTAL DIST. OVERHEAD	100.00%	0.00%	0.00%	0.00%	0.00%	54.00%	0.00%	0.00%
F-26	TOTAL DIST. UNDERGROUND	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	40.00%	0.00%
F-27	SALARIES & WAGES	100.00%	0.00%	0.00%	0.00%	1.74%	15.51%	7.40%	2.09%
F-28	O & M LESS FUEL & PP	100.00%	0.00%	0.00%	0.00%	0.00%	45.74%	8.52%	8.19%

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

FUNCTIONALIZATION FACTORS

PRIMARY FUNCT. FACTORS	DESCRIPTION	TOTAL	D-0	D-7	C-1	C-2	C-3	C-4	C-5
F-1	ENERGY	100.00%							
F-2	ENERGY - SPECIAL	0.00%							
F-3	PRODUCTION	100.00%							
F-4	TRANSMISSION	100.00%							
F-5	DISTRIBUTION SURS	100.00%							
F-6	PRIMARY DIST. - OH	100.00%							
F-7	PRIMARY DIST. - UC	100.00%							
F-8	SECONDARY TRANSFORMERS	100.00%							
F-9	SECONDARY LINES	100.00%	100.00%			25.00%			
F-10	SECONDARY - UC	100.00%		100.00%					
F-11	CUSTOMER ACCOUNTS	100.00%							
F-12	OVERHEAD SERVICES	100.00%					100.00%		
F-13	METERS	100.00%						100.00%	
F-14	LIGHTING	100.00%							100.00%
F-15	SPECIFIC - NIA	100.00%							
F-16	SPECIFIC - CHEMSTAR	100.00%							
F-17	SPECIFIC - CYPRUS BAGDAD	100.00%							
F-18	CONSUMER ADVANCES	100.00%							

DERIVED FUNCT. FACTORS	DESCRIPTION	TOTAL	D-0	D-7	C-1	C-2	C-3	C-4	C-5
F-20	TOTAL PRIND. PLANT	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
F-21	TOTAL TRINS. PLANT	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
F-22	TOTAL DIST. PLANT	100.00%	10.32%	1.83%	0.00%	8.50%	5.83%	8.20%	0.00%
F-23	TOTAL GENERAL PLANT	100.00%	8.33%	0.82%	44.38%	0.70%	0.50%	12.88%	0.00%
F-24	GROSS PLANT IN SERVICE	100.00%	9.25%	1.58%	4.87%	5.35%	4.87%	6.48%	0.00%
F-25	TOTAL DIST. OVERHEAD	100.00%	38.48%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
F-26	TOTAL DIST. UNDERGROUND	100.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%
F-27	SALARIES & WAGES	100.00%	6.33%	0.82%	44.38%	0.70%	0.50%	12.88%	0.00%
F-28	O & M LESS FUEL & RP	100.00%	19.41%	0.55%	0.00%	3.00%	0.75%	9.65%	0.00%

FUNCTIONALIZATION FACTORS

PRIMARY FUNCT. FACTORS	DESCRIPTION	TOTAL	S-2	S-3	S-4	S-5
F-1	ENERGY	100.00%				
F-2	ENERGY - SPECIAL	0.00%				
F-3	PRODUCTION	100.00%				
F-4	TRANSMISSION	100.00%				
F-5	DISTRIBUTION SUBS	100.00%				
F-6	PRIMARY DIST. - OH	100.00%				
F-7	PRIMARY DIST. - UG	100.00%				
F-8	SECONDARY TRANSFORMERS	100.00%				
F-9	SECONDARY LINES	100.00%				
F-10	SECONDARY - UG	100.00%				
F-11	CUSTOMER ACCOUNTS	100.00%				
F-12	OVERHEAD SERVICES	100.00%				
F-13	METERS	100.00%				
F-14	LIGHTING	100.00%				
F-15	SPECIFIC - DIA	100.00%	100.00%			
F-16	SPECIFIC - CHEMSTAR	100.00%		100.00%		
F-17	SPECIFIC - CYPRIUS BAGROAD	100.00%			100.00%	
F-18	CONSUMER ADVANCES	100.00%				100.00%

DERIVED FUNCT. FACTORS	DESCRIPTION	TOTAL	S-1	S-2	S-3	S-4
F-20	TOTAL PROD. PLANT	0.00%	0.00%	0.00%	0.00%	0.00%
F-21	TOTAL TRANS. PLANT	100.00%	0.00%	2.23%	31.35%	21.48%
F-22	TOTAL DIST. PLANT	100.00%	1.26%	4.52%	0.82%	0.12%
F-23	TOTAL GENERAL PLANT	100.00%	0.88%	3.82%	0.48%	0.32%
F-24	GROSS PLANT IN SERVICE	100.00%	1.06%	4.24%	3.31%	1.81%
F-25	TOTAL DIST. OVERHEAD	100.00%	0.00%	0.00%	0.00%	0.00%
F-26	TOTAL DIST. UNDERGROUND	100.00%	0.00%	0.00%	0.00%	0.00%
F-27	SALARIES & WAGES	100.00%	0.89%	3.52%	0.48%	0.32%
F-28	O & M LESS FUEL & PP	100.00%	1.55%	0.94%	1.30%	0.41%

MOHAVE ELECTRIC COOPERATIVE, INC. \*\*\*\*\* TWELVE MONTHS ENDED 7-31-89

CLASS ALLOCATION FACTORS

CLASS ALLOC. FACTORS	DESCRIPTION	TOTAL	RESIDENTIAL	SMALL COMMERCIAL	LARGE C & I	IRRIGATION	BIA	CHENSTAR	CYPRUS BAGDAD	LIGHTING
E-1	ENERGY	100.000%	55.537%	24.397%	11.289%	1.851%	0.595%	0.000%	5.980%	0.550%
E-2	ENERGY - SPECIAL	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
D-1	POWER SUPPLY	100.000%	62.017%	25.270%	8.881%	1.190%	0.489%	0.000%	2.213%	0.000%
D-2	TRANSMISSION	100.000%	63.738%	25.972%	9.107%	1.182%	0.000%	0.000%	0.000%	0.000%
D-3	PRIMARY DISTRIBUTION - OH	100.000%	60.805%	27.240%	8.957%	2.376%	0.000%	0.000%	0.000%	0.622%
D-4	PRIMARY DISTRIBUTION - UG	100.000%	62.397%	27.903%	9.073%	0.000%	0.000%	0.000%	0.000%	0.637%
D-5	SECONDARY TRANSFORMERS	100.000%	60.905%	27.240%	8.957%	2.376%	0.000%	0.000%	0.000%	0.622%
D-6	SECONDARY LINES	100.000%	60.339%	18.033%	0.000%	0.000%	0.000%	0.000%	0.000%	1.828%
D-7	SECONDARY - UC	100.000%	60.000%	10.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.600%
C-1	CUSTOMER ACCOUNTS	100.000%	66.085%	11.175%	0.435%	0.360%	0.340%	0.000%	0.000%	0.904%
C-2	SECONDARY TRANSFORMERS	100.000%	66.021%	28.728%	1.827%	0.813%	0.000%	0.000%	0.000%	1.811%
C-3	OVERHEAD SERVICES	100.000%	65.085%	13.164%	0.420%	0.235%	0.000%	0.000%	0.000%	1.116%
C-4	METERS	100.000%	65.684%	11.642%	2.108%	0.688%	0.000%	0.000%	0.000%	0.000%
C-5	CUSTOMER - SPECIAL	100.000%	95.100%	9.748%	0.152%	0.000%	0.000%	0.000%	0.000%	0.000%
S-1	LIGHTING	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	100.000%
S-2	SPECIFIC - DIA	100.000%	0.000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%
S-3	SPECIFIC - CHENSTAR	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	100.000%	0.000%	0.000%
S-4	SPECIFIC - CYPRUS BAGDAD	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	100.000%	0.000%
S-5	CONSUMER ADVANCES	100.000%	79.443%	5.185%	3.551%	0.000%	0.000%	0.000%	11.433%	0.406%

# FINANCIAL AND STATISTICAL REPORT

REPORTER DESIGNATION  
Arizona 22, Ringman

INSTRUCTIONS - Submit an original and four copies to REA. Round all amounts to nearest dollar. See REA EDM-2.

MONTH ENDING  
July 31, 1989

REA USE ONLY

## CERTIFICATION

We hereby certify that the entries in this report are in accordance with the accounts and other records of the system and reflect the status of the system to the best of our knowledge and belief.

ALL INSURANCE REQUIRED BY PART 1788 OF 7 CFR CHAPTER XVII, REA, WAS IN FORCE DURING THE REPORTING PERIOD AND RENEWALS HAVE BEEN OBTAINED FOR ALL POLICIES.

SIGNATURE OF OFFICE MANAGER OR ACCOUNTANT

DATE

SIGNATURE OF MANAGER

DATE

## PART A. STATEMENT OF OPERATIONS

ITEM	YEAR-TO-DATE			THIS MONTH
	LAST YEAR (a)	THIS YEAR (b)	BUDGET (c)	
1. Operating Revenue and Patronage Capital	13,882,368	15,411,552	14,350,012	3,022,738
2. Power Production Expense	-0-	-0-	-0-	-0-
3. Cost of Purchased Power	10,601,096	11,850,380	11,556,137	2,411,462
4. Transmission Expense	19,301	6,778	2,060	888
5. Distribution Expense - Operation	144,532	187,528	274,862	32,515
6. Distribution Expense - Maintenance	258,394	353,723	297,799	58,867
7. Consumer Accounts Expense	394,385	387,273	362,996	52,111
8. Customer Service and Informational Expense	47,846	58,097	72,519	7,153
9. Sales Expense	767	10,565	8,396	988
Administrative and General Expense	536,113	676,382	630,185	87,448
11. Total Operation - Maintenance Expense (2 thru 10)	12,002,434	13,530,775	13,202,934	2,651,523
12. Depreciation and Amortization Expense	520,103	558,522	566,384	83,626
13. Tax Expense - Property	244,177	313,320	390,835	53,800
14. Tax Expense - Other	67,960	66,798	68,145	12,278
15. Interest on Long-Term Debt	624,856	680,051	700,000	98,562
16. Interest Charged to Construction - Credit	-0-	-0-	-0-	-0-
17. Interest Expense - Other	14,686	14,727	14,000	1,945
18. Other Deductions	19,923	17,209	21,568	2,185
19. Total Cost of Electric Service (11 thru 18)	13,494,139	15,181,353	14,963,866	2,904,024
20. Patronage Capital & Operating Margins (1 minus 19)	388,229	230,199	(613,854)	128,714
21. Non Operating Margins - Interest	213,904	252,539	175,000	25,236
22. Allowance for Funds Used During Construction	-0-	-0-	-0-	-0-
23. Non Operating Margins - Other	-0-	-0-	-0-	-0-
24. Generation and Transmission Capital Credits	-0-	-0-	-0-	-0-
25. Other Capital Credits and Patronage Dividends	-0-	-0-	-0-	-0-
26. Extraordinary Items	-0-	-0-	-0-	-0-
27. Patronage Capital or Margins (20 thru 26)	602,133	482,738	(438,854)	153,950

## PART B. DATA ON TRANSMISSION AND DISTRIBUTION PLANT

ITEM	YEAR-TO-DATE		ITEM	YEAR-TO-DATE	
	LAST YEAR (a)	THIS YEAR (b)		LAST YEAR (c)	THIS YEAR (d)
1. New Services Connected	671	539	5. Miles Transmission	84	84
2. Services Retired	24	22	6. Miles Distribution - Overhead	786	792
Total Services in Place	21,160	22,040	7. Miles Distribution - Underground	76	87
4. Total Services (Exclude Seasonal)	1,448	892	8. Total Miles Energized (5 + 6 + 7)	946	963

USDA - REA

BORROWER DESIGNATION

## FINANCIAL AND STATISTICAL REPORT

Arizona 22, Kingman

MONTH ENDING

REA USE ONLY

INSTRUCTIONS - See REA EOM-2.

July 31, 1989

## PART C. BALANCE SHEET

ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service . . . . .	31,877,663	26. Memberships . . . . .	93,910
2. Construction Work in Progress . . . . .	3,553,430	27. Patronage Capital . . . . .	8,393,466
3. Total Utility Plant (1 + 2) . . . . .	35,431,093	28. Operating Margins - Prior Years . . . . .	-0-
4. Accum. Provision for Depreciation and Amort. . . . .	8,098,436	29. Operating Margins - Current Year . . . . .	230,199
5. Net Utility Plant (3 - 4) . . . . .	27,332,657	30. Non Operating Margins . . . . .	252,538
6. Nonutility Property - Net . . . . .	-0-	31. Other Margins and Equities . . . . .	295,881
7. Invest. in Assoc. Org. - Patronage Capital . . . . .	225,129	32. Total Margins & Equities (26 thru 31) . . . . .	9,265,994
8. Invest. in Assoc. Org. - Other - General Funds . . . . .	21,115	33. Long-Term Debt REA (Net) . . . . .	13,667,110
9. Invest. in Assoc. Org. - Other - Nongeneral Funds . . . . .	889,486	(Payments-Unapplied \$ . . . . .)	
10. Other Investments . . . . .	-0-	34. Long-Term Debt - Other (Net) . . . . .	6,263,917
11. Special Funds . . . . .	20,000	(Payments-Unapplied \$ . . . . .)	
12. Total Other Property & Investments (6 thru 11) . . . . .	1,155,730	35. Total Long-Term Debt (33 + 34) . . . . .	19,931,027
13. Cash - General Funds . . . . .	62,402	36. Notes Payable . . . . .	-0-
14. Cash - Construction Funds - Trustee . . . . .	7	37. Accounts Payable . . . . .	176,412
15. Special Deposits . . . . .	125	38. Consumers Deposits . . . . .	606,283
16. Temporary Investments . . . . .	675,000	39. Other Current & Accrued Liabilities . . . . .	143,676
17. Notes Receivable - Net . . . . .	188,999	40. Total Current & Accrued Liabilities (36 thru 39) . . . . .	926,371
18. Accounts Receivable - Net Sales of Energy . . . . .	1,658,151	41. Deferred Credits . . . . .	4,463,098
19. Accounts Receivable - Net Other . . . . .	84,072	42. Miscellaneous Operating Reserves . . . . .	-0-
20. Materials & Supplies - Electric and Other . . . . .	1,316,724	43. Total Liabilities & Other Credits (32 + 35 + 40 thru 42) . . . . .	34,586,490
21. Prepayments . . . . .	1,829,870		
22. Other Current & Accrued Assets . . . . .	44,395	ESTIMATED CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION	
Total Current & Accrued Assets (13 thru 22) . . . . .	5,859,745	Balance Beginning of Year . . . . .	1,857,382
23. Deferred Debits . . . . .	238,358	Amounts Received This Year (Net) . . . . .	570,943
24. Total Assets & Other Debits (5 + 12 + 23 + 24) . . . . .	34,586,490	TOTAL CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION . . . . .	2,428,325

## PART D. NOTES TO FINANCIAL STATEMENTS

THE SPACE BELOW IS PROVIDED FOR IMPORTANT NOTES REGARDING THE FINANCIAL STATEMENT CONTAINED IN THIS REPORT. (IF ADDITIONAL SPACE IS NEEDED, USE SEPARATE SHEET.)

OPER. T.I.E.R.	YTD	1.34
	JULY	2.31
NET T.I.E.R.	YTD	1.71
	JULY	2.56
EQUITY		26.79

# Exhibit 11



P.O. Box 2000  
 Bullhead City, Arizona 86430  
 (520) 763-1100

DEPARTMENT OF INTERIOR 915  
 BIA-DSRRSMNT ATTN:UT PYMT  
 PO BOX 2042  
 ALBUQUERQUE NM 87103-2042

ACCOUNT NUMBER 29740  
 INVOICE DATE 1/30/97  
 PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
001	FIRE TOWER-SUPAI RD	PRIOR BALANCE	53.61
	RATE-504 MULTIPLIER- 1	KWH USED 495	40.39
	METER 86549384	CUSTOMER CHARGE	12.00
	READ 12/24 37318	REFUND .0085000-	4.21-
	READ 01/27 37813	STATE TAX	2.41
		COUNTY TAX	.24
		TOTAL	104.44
003	FRONT OF DETENTION CTR P	PRIOR BALANCE	16.55
	RATE-578 MULTIPLIER- 0	SECURITY LIGHT	15.76
	READ 12/30 0	STATE TAX	.79
	READ 01/30 0		
		TOTAL	33.10
005	BLDG A-24 P/S	PRIOR BALANCE	109.95
	RATE-504 MULTIPLIER- 1	KWH USED 477	38.92
	METER 74468481	CUSTOMER CHARGE	12.00
	READ 12/24 67338	REFUND .0085000-	4.05-
	READ 01/24 67815		
		TOTAL	156.82

\*\*\* CONTINUED \*\*\*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
-----------------	----------------	------------------	------------------

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT  
 ce Date  
 Total Amt Due

Mohave Electric Cooperative, Inc.  
 P.O. Box 2000  
 928 Hancock Road  
 Bullhead City, AZ 86430

PLEASE DO NOT FOLD

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

ELECTRIC COOPERATIVE

DEPARTMENT OF INTERIOR 915  
BIA-DS9RSMT ATTN:UT PYMT  
PO BOX 2042  
ALBUQUERQUE NM 87103-2042

ACCOUNT NUMBER 29740  
INVOICE DATE 1/30/97  
PAGE NUMBER 2

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
006	NEXT TO BLDG 825	PRIOR BALANCE	27.03-
	RATE-578 MULTIPLIER-	SECURITY LIGHT	15.76
	READ 12/30 0	STATE TAX	.79
	READ 01/30 0		
		TOTAL	10.48-

H682607266 001

31/3/97

PL

70349145

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
153.08	130.80	2/09/97	283.88

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

RESOLVE TO SAVE ENERGY AND SAVE MONEY THIS YEAR  
ENERGY EFFICIENT DEVICES AND APPLIANCES CAN TRIM DOLLARS OFF  
YOUR ELECTRIC BILL. SEE THE ENCLOSED INSERT FOR ONE BRIGHT  
IDEA - COMPACT FLUORESCENT LIGHT BULBS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

COUNT DEPARTMENT OF I 29740  
Invoice Date 1/30/97  
Total Amt Due 283.88

001 003 005 006

# Exhibit 12

# MOHAVE

electric cooperative

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

TCIA-DEPT OF INT-BIA 914  
DISBURSEMENT SECTION  
ATTN UTIL PYMT PC BOX 2042  
ALBUQUERQUE NM 87103-2042

ACCOUNT NUMBER 451  
INVOICE DATE 1/30/97  
PAGE NUMBER 4

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
055	LONG MESA	KWH USED 304	24.81
	RATE-504 MULTIPLIER- 1	CUSTOMER CHARGE	12.00
	METER 61718916	REFUND .0085000-	2.58-
	READ 12/24 14180	STATE TAX	1.71
	READ 01/27 14484		
		TOTAL	35.94

4682607266 R/L001

70349146

3/12/97

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
-00	2990.70	2/09/97	2990.70

RESOLVE TO SAVE ENERGY AND SAVE MONEY THIS YEAR  
ENERGY EFFICIENT DEVICES AND APPLIANCES CAN TRIM DOLLARS OFF  
YOUR ELECTRIC BILL. SEE THE ENCLOSED INSERT FOR ONE BRIGHT  
IDEA - COMPACT FLUORESCENT LIGHT BULBS.

Please mail stub with payment or bring entire bill with payment to:

COUNT TCIA-DEPT OF IN 451  
Invoice Date 1/30/97  
Total Amt Due 2990.70

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

002 004 011 012 013 020 022 029 051 053 054 055



P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

Electric cooperative

TCIA-DEPT OF INT-BIA 1750  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 451  
INVOICE DATE 8/31/98  
PAGE NUMBER 3

SERVICE LOCATION	DESCRIPTION	AMOUNT
55 LONG MESA	PRIOR BALANCE	69.52
RATE-504 MULTIPLIER 1	KWH USED 315	25.70
METER 61718916	CUSTOMER CHARGE	12.00
READ 07/24 19052	REFUND .0085000-	2.68-
READ 08/25 19367	STATE TAX	1.75
	TOTAL	106.29
BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE
3748.09	3673.18	9/10/98
TOTAL AMOUNT DUE		7421.27 ✓

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

REMIND SMALL CHILDREN TO LOOK FOR THE "EYES AND EARS" SYMBOL  
ON MOHAVE ELECTRIC VEHICLES. OUR EMPLOYEES KNOW WHAT TO DO  
TO HELP KIDS WHEN TROUBLE ARISES OR IN EMERGENCY SITUATIONS.

Use mail stub with payment or bring entire bill with payment to:

TCIA-DEPT OF IN 451  
8/31/98  
Amt Due 7421.27

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

04 011 020 029 051 054 055

# Exhibit 13

TOTAL P.03



electric cooperative  
A Touchstone Energy® Cooperative

P.O. Box 1045, Bullhead City, AZ 86430

July 23, 2003

Department of the Interior  
Truxton Canyon Agency  
P. O. Box 37  
Valentine, Arizona 86437

Re: Acct. # 29740-001 - Meter # 86-549-384

Dear Sir:

Currently, all your electricity flows over lines transferred, together with meters, to the Bureau of Indian Affairs ("BIA"), the Hualapai and Havasupai Tribes. Your retail electric service has been transferred to the BIA as the only entity authorized to deliver retail electric service to you on tribal lands. To assist in the transition, Mohave Electric will credit your account and the BIA with sixty (60) days of electric service based on your usage. The BIA will be responsible to read the meters and bill you on your future bills for electric service. You will not receive any additional bills from Mohave Electric. Also, as noted, you will be credited with the amount of your usage for the next sixty (60) days. Subsequently, the BIA will be responsible for your electric service and will invoice you for future service. There will be no service interruption. Currently, all the meters and facilities necessary to continue service uninterrupted have been transferred to the ownership and control of the BIA and the Hualapai and Havasupai tribes. The only change you will notice is that Mohave Electric will no longer read the meters, and service calls will be directed to the BIA, Truxton Canyon Agency, Valentine Arizona (phone 928/769-2286) which is experienced and already operates an existing retail electric utility service on Tribal land. In addition, you may also contact me directly with any questions you have regarding this change (phone 928/763-4115).

Sincerely,

Mohave Electric Cooperative

By:

  
Stephen McArthur, Comptroller

cc: General Counsel  
Arizona Corporation Commission  
File  
BIA  
Hualapai Tribe  
Havasupai Tribe

*McArthur  
7/28/03*

# Exhibit 14

**MOHAVE**

electric cooperative  
A Touchstone Energy Cooperative

P.O. Box 1045, Bullhead City, AZ 86430

July 23, 2003

TCIA - Department of the Interior - BIA  
Truxton Canyon Agency  
P. O. Box 37  
Valentine, Arizona 86437

*Mychaluk  
7/28/03*

Re: Account # 451-55; Meter No. 61-718-916

Dear Sir:

Currently, all your electricity flows over lines transferred, together with meters, to the Bureau of Indian Affairs ("BIA"), the Hualapai and Havasupai Tribes. Your retail electric service has been transferred to the BIA as the only entity authorized to deliver retail electric service to you on tribal lands. To assist in the transition, Mohave Electric will credit your account and the BIA with sixty (60) days of electric service based on your usage. The BIA will be responsible to read the meters and bill you on your future bills for electric service. You will not receive any additional bills from Mohave Electric. Also, as noted, you will be credited with the amount of your usage for the next sixty (60) days. Subsequently, the BIA will be responsible for your electric service and will invoice you for future service. There will be no service interruption. Currently, all the meters and facilities necessary to continue service uninterrupted have been transferred to the ownership and control of the BIA and the Hualapai and Havasupai tribes. The only change you will notice is that Mohave Electric will no longer read the meters, and service calls will be directed to the BIA, Truxton Canyon Agency, Valentine Arizona (phone 928/769-2286) which is experienced and already operates an existing retail electric utility service on Tribal land. In addition, you may also contact me directly with any questions you have regarding this change (phone 928/763-4115).

Sincerely,

Mohave Electric Cooperative

By

*Stephen McArthur*  
Stephen McArthur, Comptroller

cc: General Counsel  
Arizona Corporation Commission  
File  
BIA  
Hualapai Tribe  
Havasupai Tribe

# Exhibit 15

08/06/2008 13:53 FAX 928 769 2444  
00/00/2000 10:50 FAX 928/092343

HUALAPAI TRIBE

→ BIAWRO LAND RES 004/052  
003

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(928) 763 1100

Electric cooperative  
A Touchstone Energy Cooperative

HUALAPAI TRIBAL COUNCIL 2513  
PO BOX 179  
PEACH SPRINGS AZ 86434-0179

ACCOUNT NUMBER M 896

INVOICE DATE 07/01/03

PAGE NUMBER 3

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
024	PUMP NORTH OF TRUXTON	KWH USED 309	25.21
	RATE-504 MULTIPLIER- 1	CUSTOMER CHARGE	12.00
	METER 27594499	MANDATED BY ACC,	
	READ 05/21 20070	ENVIRONMENTAL PORTFOLIO SURCHG	.27
	READ 06/23 20179	PURCH POWER ADJ.0060000-	1.95
		TOTAL	35.63
025	PUMP BESIDE TRIBAL OFFICE	KWH USED 683	55.73
	RATE-504 MULTIPLIER- 1	CUSTOMER CHARGE	12.00
	METER 82713907	MANDATED BY ACC,	
	READ 05/23 59990	ENVIRONMENTAL PORTFOLIO SURCHG	.60
	READ 06/23 60673	PURCH POWER ADJ.0060000-	4.10
		TOTAL	64.23
026	PMP S OF TRAC BY GYM PS	KWH USED 95	7.75
	RATE-504 MULTIPLIER- 1	CUSTOMER CHARGE	12.00
	METER 53657092	MANDATED BY ACC,	
	READ 05/23 29499	ENVIRONMENTAL PORTFOLIO SURCHG	.08
	READ 06/23 29594	PURCH POWER ADJ.0060000-	.57
		TOTAL	19.26
027	PUMP AT TANK W/NELSON	KWH USED 0	.00
	RATE-504 MULTIPLIER- 1	CUSTOMER CHARGE	12.00
	METER 97298158		
	READ 05/22 25786		
	READ 06/24 25786		
	MINIMUM BILL		

\*\*\* CONTINUED \*\*\*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
-----------------	----------------	------------------	------------------

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT  
Invoice Date  
Total Amt Due

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

08/06/2008 13:52 FAX 928 769 2444  
08/06/2008 10:50 FAX 928/692343

HUALAPAI TRIBE

→ BIAWRO LAND RES 003/052  
008

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(928) 763-1100

electric cooperative  
A Tanchstone Energy Cooperative, Inc.

HUALAPAI TRIBAL COUNCIL 2618  
PO BOX 179  
PEACH SPRINGS AZ 86434-0179

ACCOUNT NUMBER M 896

INVOICE DATE 07/01/03

PAGE NUMBER 3

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
072	HEADSTART PS SL2116	SECURITY LIGHT	7.88
	RATE-178 MULTIPLIER-	MANDATED BY ACC,	
	READ 06/02 0	ENVIRONMENTAL PORTFOLIO SURCHG	.04
	READ 07/01 0		
		TOTAL	7.92
073	PUMP 2 FRAZIER WELLS	KWH USED 4047	330.24
	RATE-504 MULTIPLIER-	CUSTOMER CHARGE	12.00
	METER 1365750	MANDATED BY ACC,	
	READ 05/22 97355	ENVIRONMENTAL PORTFOLIO SURCHG	3.54
	READ 06/25 1402	PURCH POWER ADJ.0060000-	24.26
		TOTAL	321.90
074	SENIOR CENTER PS	KWH USED 1400	155.04
	RATE-504 MULTIPLIER-	CUSTOMER CHARGE	12.00
	METER 23403590	MANDATED BY ACC,	
	READ 05/27 60228	ENVIRONMENTAL PORTFOLIO SURCHG	1.66
	READ 06/25 62128	PURCH POWER ADJ.0050000-	11.40
		TOTAL	157.30
075	S OF LOS CH DIA CR RD PS SL282	SECURITY LIGHT	6.85
	RATE-577 MULTIPLIER-	MANDATED BY ACC,	
	READ 06/02 0	ENVIRONMENTAL PORTFOLIO SURCHG	.09
	READ 07/01 0		
		TOTAL	6.94

\*\*\* CONTINUED \*\*\*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
-----------------	----------------	------------------	------------------

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT  
Invoice Date  
Total Amt Due

Mohave Electric Cooperative, Inc.

P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

08/06/2008 13:51 FAX 928 769 2444

08/06/2008 11:01 FAX 9287692343

HUALAPAI TRIBE

→ BIAWRO LAND RES 002/052  
013**MOHAVE**P.O. Box 2000  
Bullhead City, Arizona 86430  
(928) 763-1100Electric cooperative  
A Truckee Energy CooperativeHUALAPAI TRIBAL COUNCIL 2619  
PO BOX 179  
PEACH SPRINGS AZ 86434-0179

ACCOUNT NUMBER 896

INVOICE DATE 07/01/08

PAGE NUMBER 13

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
100	WTR WELL/T29N RTN RATE-504 MULTIPLIER- METER 1584104 READ 05/22 38352 READ 06/25 39804	KWH USED 1452 CUSTOMER CHARGE MANDATED BY ACC, ENVIRONMENTAL PORTFOLIO SURCHG PURCH POWER ADJ.0060000-	118.48 12.00 1.27 8.71 TOTAL 123.04
101	23 A STREET RATE-504 MULTIPLIER- METER 96036581 READ 05/22 75984 READ 06/23 76661	KWH USED 577 CUSTOMER CHARGE MANDATED BY ACC, ENVIRONMENTAL PORTFOLIO SURCHG PURCH POWER ADJ.0060000-	55.24 12.00 .59 4.06 TOTAL 67.77
102	1425 MILKWEED SPRINGS DR RATE-504 MULTIPLIER- METER 83416263 READ 05/22 10143 READ 06/23 10869	KWH USED 726 CUSTOMER CHARGE MANDATED BY ACC, ENVIRONMENTAL PORTFOLIO SURCHG PURCH POWER ADJ.0060000-	59.24 12.00 .64 4.36 TOTAL 67.52
103	MILKWEED SPRINGS DR RATE-504 MULTIPLIER- METER 53659130 READ 05/22 71885 READ 06/23 72411	KWH USED 525 CUSTOMER CHARGE MANDATED BY ACC, ENVIRONMENTAL PORTFOLIO SURCHG PURCH POWER ADJ.0060000-	42.92 12.00 .66 3.16 TOTAL 52.22
*** CONTINUED ***			
BALANCE FORWARD		CURRENT AMOUNT	CURRENT DUE DATE
		TOTAL AMOUNT DUE	

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT  
Invoice Date  
Total Amt DueMohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

# Exhibit 16

**MOHAVE**

P.O. Box 2000  
 Bullhead City, Arizona 86430  
 (520) 763 1100

electric cooperative  
 A Tucson Energy Partner

BRAYD, W C 88  
 PO BOX 189  
 PEACH SPRINGS AZ 86434-0189

ACCOUNT NUMBER 78155

INVOICE DATE 01/29/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
001	SUP AI LINE NEAR FRAZIER WELL	PRIOR BALANCE	23.24
	RATE-101 MULTIPLIER- 1	KWH USED 332	27.62
	METER 95528410	CUSTOMER CHARGE	9.50
	READ 12/21 43371	PURCH POWER ADJ.0000000-	1.99-
	READ 01/24 43703		
		TOTAL	58.37

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
23.24	35.13	02/08/01	58.37



P.O. Box 2000  
 Bullhead City, Arizona 86430  
 (520) 763-1100

BRADY, W C  
 PO BOX 189  
 PEACH SPRINGS AZ 86434-0189

ACCOUNT NUMBER 28135

INVOICE DATE 07/28/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
001	SUPAI LINE NEAR FRAZIER WELL	KWH USED 494	41.10
	RATE-101 MULTIPLIER-	CUSTOMER CHARGE	9.50
	METER 95528410	PURCH POWER ADJ.0000000-	2.04
	READ 01/24 43703		
	READ 02/23 44197		
		TOTAL	47.64

pd  
 3/13/01

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
.00	47.64	03/10/01	47.64



P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

*gray or. (2)*

BRAVO, W C .88  
P.O. BOX 189  
PEACH SPRINGS AZ 86434-0189

ACCOUNT NUMBER 28135

INVOICE DATE 03/29/01

PAGE NUMBER

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
001	SUPAI LINE NEAR FRAZIER WELL	KWH USED 811	67.47
	RATE-101 MULTIPLIER- 1	CUSTOMER CHARGE	9.50
	METER 95528410	PURCH POWER ADJ.0060000-	4.87
	READ 02/23 44197		
	READ 03/22 45008		
		TOTAL	72.10

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
.00	72.10	04/08/01	72.10

NO RATE INCREASES IN 10 YEARS. LOVE YOUR ELECTRIC CO-OP BY  
DISPLAYING ONE OF OUR BUMPER STICKERS AND ENTERING DRAWINGS  
FOR MOHAVE ELECTRIC BEANIE BEARS & 100 DOLLAR POWER CREDITS.  
ENTER AT THE CUSTOMER SERVICE OFFICE AT 928 HANCOCK ROAD.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT BRAVO, W C 28135-001  
Invoice Date 03/29/01  
Total Amt Due 72.10

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD



electric cooperative  
A Tonolowhee Energy Partner

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763 1100

BRAVO. W C 87  
PO BOX 189  
PEACH SPRINGS AZ 86434-0189

ACCOUNT NUMBER 28105

INVOICE DATE 04/30/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
001	SUPAI LINE NEAR FRAZIER WELL	PRIOR BALANCE	72.10
	RATE-101 MULTIPLIER- 1	KWH USED 694	57.73
	METER 95528410	CUSTOMER CHARGE	9.50
	READ 03/22 45008	PURCH POWER ADJ.0060000-	4.16-
	READ 04/24 45702		
		TOTAL	135.17

#9854

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
72.10	63.07	05/10/01	135.17



electric cooperative  
A Touchstone Energy Partner

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

BRAVO, W.C. 92  
PO BOX 189  
PEACH SPRINGS AZ 86434-0189

ACCOUNT NUMBER 28115

INVOICE DATE 05/30/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
001	SUPAT LINE NEAR FRAZTER WELLY	PRIOR BALANCE	.17
	RATE-101 MULTIPLIER-	KWH USED 110	9.15
	METER 95528410	CUSTOMER CHARGE	9.50
	READ 04/24 45702	PURCH POWER ADJ.0060000-	.06
	READ 05/23 45812		
		TOTAL	18.16

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
.17	17.99	06/09/01	18.16



electric cooperative  
A Touchstone Energy Cooperative

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

BRAVO, W C 95  
PO BOX 189  
PEACH SPRINGS AZ 86434-0189

ACCOUNT NUMBER 28135

INVOICE DATE 06/28/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
001	SUPAT LINE NEAR FRAZIER WELL	KWH USED 336	27.95
	RATE-101 MULTIPLIER- 1	CUSTOMER CHARGE	9.50
	METER 95528410	PURCH POWER ADJ.0060000-	2.02+
	READ 05/23 45812		
	READ 06/25 46140		
	ESTIMATED		
TOTAL			35.43

pd  
7-23-01

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
00	35.43	07/08/01	35.43

# Exhibit 17

# M E C Member Newsletter

News from Mohave Electric Cooperative

March/April 1986

## Notice of director elections and district and annual meetings

### District 1 meeting April 11

District 1 meetings are rotated according to the location of the director whose term is expiring. This year the term of Eugene "Pat" Cook is expiring so the meeting will be held at the Owens-Whitney School in Wikieup, Ariz., at 7 p.m. on Friday, April 11 for the purpose of electing a person to fill the seat. Cook has announced his intention to seek re-election to the District 1 director's seat. Nominations for any other candidates also will be entertained. Registration will begin at 6:30 p.m. The agenda will include:

1. Determination of a quorum.
2. Reading of notice of meeting and proof of mailing of said notice.
3. Reading of unapproved minutes of previous meeting.
4. Election of director.
5. Reports.
6. Adjournment.

There will be a drawing for a water heater jacket and credits on electric bills at the conclusion of the meeting.

### General membership meeting April 15

The Annual Membership Meeting of the Mohave Electric Cooperative will be held on Tuesday, April 15 at Mohave High School immediately following the District 1 meeting. The purpose of the meeting is to make known to the membership the financial condition of the cooperative. The agenda will include:

1. Determination of the presence of a quorum.
2. Reading of the notice of meeting and proof of mailing of said notice.
3. Reading of unapproved minutes from the previous meeting.
4. Reports of the officers.

5. Old business.
6. New business.
7. Adjournment.

The grand door prize, a video cassette recorder and other prizes of electric bill credits will be awarded by a drawing at the close of the annual meeting.

Members attending any of the co-op meetings are asked to bring the mailing label from this annual report to the meeting. Labels turned in at the district meeting will make the membership eligible for the video cassette recorder which will be given away at the conclusion of the annual membership meeting in Bullhead City.

### District 1 boundaries

District 1 encompasses the entire service area of the co-op that lies east of Kingman and includes the Hualapai Valley, Lake Mead Rancheros, Hackberry, Valentine, Truxton, Peach Springs, Nelson, Frazier Wells,

Pica Valley, and Long Mesa. It also includes the area south of Kingman which includes the Hualapai Mountains, Cedar Mesa, Trout Creek, Big Sandy, Wikieup, and Signal.

Continued on page 4a.

U U I A

## Notice of proposed amendment to Article VII

Notice of  
proposed amendment  
to Article VII  
of the  
Articles of Conversion  
(Articles of Incorporation)  
of  
Mohave Electric  
Cooperative, Inc.

Pursuant to Arizona Revised  
Statutes §10-756, the following  
proposed amendment to the Ar-  
ticles of Conversion (Articles of  
Incorporation) of Mohave Elec-  
tric Cooperative, Inc. shall be  
presented at the annual meet-  
ing of members to be held on  
April 15, 1986 at 7:30 p.m. at  
Mohave High School Auditori-  
um on Highway 95.

Article VII is amended to  
read as follows:

The Corporate existence of  
Mohave Electric Cooperative,  
Incorporated is about to expire  
on May 24, 1986. The said  
Mohave Electric Cooperative,  
Incorporated existence is  
hereby renewed and continued  
for twenty-five (25) years  
thereafter with the privilege of  
renewal as provided by law.

# Exhibit 18

**COMMISSIONERS**  
MARC SPITZER - Chairman  
WILLIAM MUNDELL  
JEFF HATCH-MILLER  
MIKE GLEASON  
KRISTIN K. MAYES



BRIAN C. McNEIL  
Executive Secretary

ARIZONA CORPORATION COMMISSION

September 8, 2004

Michael A. Curtis, Esq.  
Martinez & Curtis, P.C.  
2712 North Seventh Street  
Phoenix, AZ 85006-1090

*McNeill*  
RECEIVED  
SEP 10 2004  
BIA Truxton Canon  
Valentine, AZ

Re: Issues Related to Electric Service to the Havasupai Indian Reservation

Dear Mr. Curtis:

This letter is written as a follow-up to the meeting held at the Arizona Corporation Commission on this topic on June 28, 2004. As you will recall, that meeting was attended by yourself, as well as representatives of the Commission Staff, Arizona Public Service Company, Unisource Energy Corporation, the Bureau of Indian Affairs (BIA) and the Havasupai Tribe. The meeting was conducted by the Chairman of the Commission and was another in a long series of exchanges regarding ownership and service obligations over an electric line constructed by Mohave Electric Cooperative (MEC) which you have denoted the Hualapai power line.

Following a lengthy discussion among the attendees, the Chairman adjourned the meeting with the indication that the parties should pursue further discussions in an attempt to amicably resolve their differences. I am in receipt of a letter from Robert McNichols of the BIA, addressed to Mr. Ernest Johnson, the Director of the Commission's Utilities Division and dated August 17, 2004. That letter makes it quite clear that no resolution of the dispute has been forthcoming.

Accordingly, Mr. Johnson has requested that I write to you and make clear the Commission Staff's view on some of the disputed issues. I do not propose to reconstruct the series of disagreements between these parties as described at the meeting. Nor is this letter intended to provide a final resolution to this contentious matter. However, there are several points which must be made on behalf of the regulatory body and those points have significance to MEC, a regulated public service corporation within the State of Arizona.

The first point on which Commission Staff holds a firm opinion relates to the jurisdictional nature of the Hualapai line. The evidence is clear that MEC constructed the line to serve the Havasupai Tribe. It is also clear that the line has been used to provide retail electric service to a number of customers over its length since it was built. Finally, it is clear that the line was included in rate base in MEC's most recent rate case and that rates were approved by the Commission and charged for service over the line. In Commission Staff's view, it is undeniable that this line is necessary and useful to MEC in the provision of electric service to its customers.

Michael A. Curtis, Esq.  
September 8, 2003  
Page 2

The second, and perhaps most important point to be made on behalf of Commission Staff relates to MEC's purported abandonment or quitclaim transfer of the line. Quite apart from the position stated by representatives of the United States that such an abandonment cannot be effectively made, it is Commission Staff's opinion that any attempted transfer of the line without Commission approval would be void pursuant to A.R.S. § 40-285. Without regard to whether MEC received a Certificate of Convenience and Necessity to serve a particular geographic area, having commenced service, it cannot be abandoned without Commission approval.

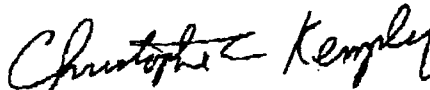
As I indicated at the outset of this letter, I do not propose to resolve all of the outstanding issues between these parties. For example, Commission Staff has not formed an opinion as to all of the appropriate terms and conditions under which service should be maintained. Nor has Staff formulated any view on the possible conditions, if any, under which an extension of additional service should be provided. Nor do we offer any opinion on the question of whose characterization of the service is correct. There remain many issues for these parties to dispute and discuss.

However, it is crystal clear to Staff that MEC undertook an obligation to provide service as a public service corporation, obtained Commission approval of rates to charge, and included assets in rate base for recovery in rates. Under these circumstances, MEC cannot escape the obligation it has undertaken without first seeking Commission approval.

I am hopeful that having these points made clearly will assist these parties in negotiating their differences. The Commission is, of course, available as a forum in which to litigate the dispute, if necessary. I must also add that Commission Staff has not reached any conclusion on the issue of whether MEC's actions may constitute violation of Commission Orders, or contempt of the Commission's authority. Thus, at this time we have no position on whether a possible Order to Show Cause is necessary because of MEC's failure to fulfill its obligations.

Please feel free to contact me if you wish to discuss this matter. However, I believe that all parties concerned would benefit from good faith negotiations regarding the terms and conditions upon which this service should be continued.

Sincerely,



Christopher C. Kempley

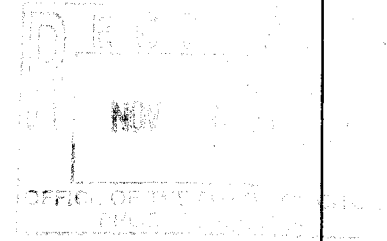
CCK:nrr

Robert McNichols  
Ernest Johnson  
Vicki Wallace

RECEIVED  
SEP 10 2004  
BIA Truxton Canon  
Valentine, AZ

BEFORE THE ARIZONA CORPORATION COMMISSION

MIKE GLEASON, CHAIRMAN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE



IN THE MATTER OF THE COMPLAINT  
OF THE BUREAU OF INDIAN AFFAIRS,  
UNITED STATES OF AMERICA,  
AGAINST MOHAVE ELECTRIC  
COOPERATIVE, INC. AS TO SERVICES  
TO THE HAVASUPAI AND  
HUALAPAI INDIAN RESERVATIONS

DOCKET NO. E-01750A-05-0579

BUREAU OF INDIAN AFFAIRS  
SUR-REBUTTAL TESTIMONY OF  
LEONARD GOLD

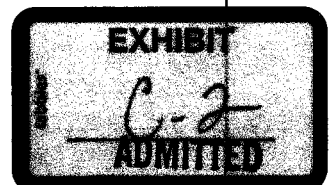
The Bureau of Indian Affairs ("BIA") submits the following sur-rebuttal testimony  
of Leonard Gold:

**I. Introduction**

Q: What is the purpose of your testimony?

A: Mohave Electric Cooperative, Inc. ("Mohave") filed direct testimony of Tom Longtin (the "Longtin Statement"). The purpose of my testimony is to respond to issues raised in the Longtin Statement. Specifically, I will respond to the following issues:

- Whether the 70-mile electric line (the "Line") from Mohave's Nelson Substation to Long Mesa is used and useful;
- Whether the Line is a distribution or a transmission line;
- Whether the Mohave-BIA contract was a retail contract;
- Whether the 12 customers on the Line were retail customers of Mohave; and
- Whether the Line would be a financial burden upon Mohave.



1 **II. Ever Since the Line Became Operational, It Has Been Used and Useful**

2 Q: On page 6 of Mr. Longtin's testimony he states that Mohave does not  
3 consider the Line to be used and useful. What did Mr. Longtin rely upon to support this  
4 statement?

5 A: On January 7, 1982, Mohave applied for a permanent rate increase. The  
6 ACC granted Mohave's rate application. Mr. Longtin relied upon the August 11, 1982  
7 ACC Decision No. 53174 (the "1982 Rate Decision"). See Longtin Statement, Exhibit 6.

8 Q: Do you agree with Mr. Longtin's reliance upon the 1982 Rate Decision to  
9 determine whether the Line is used and useful?

10 A: No. Mohave filed its application for a permanent increase on January 7,  
11 1982. However, Mohave first started supplying electricity through the Line on or after  
12 February 1, 1982. Attached as Exhibit 1 is Mohave's first invoice to the BIA and it is  
13 dated April 8, 1982. Mohave's application for a permanent rate increase was filed  
14 before the Line supplied electricity to the BIA. Thus, Mr. Longtin should not have relied  
15 upon the 1982 Rate Decision.

16 Q: Instead of the 1982 Rate Decision, what should Mr. Longtin have relied  
17 upon to decide whether or not the Line is used and useful?

18 A: It would have been more reasonable for Mr. Longtin to have relied upon  
19 Mohave's records, Mohave's ACC filings, and ACC decisions after the Line began  
20 supplying electricity. For example, on September 26, 1989, Mohave filed another  
21 application for a permanent rate increase in Docket No. U-1750-89-231 (the "1989 Rate  
22 Application"). Mohave filed this application after the Line had been operational for over  
23 seven years, so it contains Mohave's historical data about actual usage of the Line and  
24 it identifies how Mohave classified the Line.

25 Mr. Longtin should have relied upon Mohave's 1989 Rate Application. Also, he  
26 should have relied upon the ACC's November 29, 1990 decision on the rate application  
27 (the "1990 Rate Decision") in his assessment of whether the Line is used and useful.  
28

1 Attached, as Exhibit 2, is Mohave's 1989 Rate Application. Mohave's cost of service  
2 study, which Mohave attached to the Application and is Exhibit 10 to my direct  
3 testimony, is not attached to this sur-rebuttal. Attached as Exhibit 3 is the 1990 Rate  
4 Decision.

5 Additionally, Mr. Longtin should have reviewed Mohave's annual REA reports  
6 from 1980 – 2007, Exhibit 9 to my direct testimony.

7 Q: In its 1989 Rate Application, did Mohave consider the Line to be used and  
8 useful?

9 A: Yes. As part of its Application, Mohave stated "(6) This application is for  
10 an increase in operating revenues .....which would return to the applicant a rate of  
11 return of 12.53% on an original cost rate base of \$25,988,341,..." (Application, page 2  
12 lines 7 – 11) and "(7) Attached hereto are the following exhibits necessary to comply  
13 with R14-2-103B.3 ... (f) A cost of service study for the twelve (12) months ended July  
14 31, 1989..." (Application, Page 3, lines 6 – 8). 1989 Rate Application, attached as  
15 exhibit 2.

16 Q: What is rate base and why is it an indication the Line is used and useful?

17 A: Rate base typically means the value of property used by a utility in  
18 providing service and upon which a utility is allowed to earn a specified rate of return.  
19 Rate base is intended to reflect the investment made by the utility in all property and  
20 plant that both the utility and Commission consider to be used and useful in providing  
21 electric service. Mohave's rate base included the Line, so Mohave considered the Line  
22 to be used and useful.

23 Q: Did Mohave's 1989 Rate Application and cost of service study show the  
24 total rate base and the rate base of each of Mohave's customer classes?

25 A: Yes it did. On page 1 of Mohave's cost of service summary (Exhibit 10 of  
26 my direct testimony) the total rate base is shown along with the rate base associated  
27  
28

with each customer class. For the BIA, Mohave calculated rate base of \$1,074,241 and a return on that rate base of 5.98%.

Q: Mohave included what components in BIA's rate base?

A: Mohave included the following components and values in BIA's rate base:

MEC Rate Base For BIA From		
Cost of Service Summary		
Category	Amount	Page
Intangible Plant	\$ 21	21
Transmission Plant	\$ 60,545	24
Distribution Plant	\$ 1,170,449	27
General Plant	\$ 121,372	30
Customer Accounts	\$ 5,064	5
<b>Gross Plant In Service</b>	<b>\$ 1,357,451</b>	
Accumulated Depreciation		30
Production Plant	\$ -	30
Transmission Plant	\$ 24,420	30
Distribution Plant	\$ 261,247	30
General Plant	\$ 54,650	30
Customer Accounts	\$ 2,280	
<b>Total Accumulated Depreciation</b>	<b>\$ 342,597</b>	<b>30</b>
<b>Total Working Capital</b>	<b>\$ 59,387</b>	<b>33</b>
<b>Total BIA Rate Base</b>	<b>\$ 1,074,241</b>	

Q: Based upon the above table, how did Mohave categorize the Line?

A: This table clearly shows that Mohave thought the Line was used and useful. Mohave included both the distribution Line and the associated accumulated reserve for depreciation as components of the rate base. Based upon the amount of accumulated depreciation in the 1989 test year, Mohave had been depreciating the Line since 1982.

1 Q: Did the ACC address in its 1990 Rate Decision Mohave's rates and rate  
2 base?

3 A: Yes, on pages 13 and 14 under the topic of "Findings of Fact", the ACC  
4 stated:

5 "7. Applicant's fair value rate base is determined to be \$26,742,431<sup>1</sup>, which is  
6 the same as its original cost rate base." and

7 "12. The rates and charges approved herein will produce a net operating income  
8 of \$2,297,218, for a return of 8.59% which is a fair and reasonable return on fair  
9 value rate base, and a net TIER of 2.00 which is reasonable for [Mohave] at this  
10 time."

11 The 1990 Rate Decision is attached as Exhibit 3.

12 Q: What else is indicated by Mohave including the Line as distribution plant?

13 A: Prior to the capital cost of new facilities being placed on the books, a  
14 determination is made as to the appropriate function of those facilities. The  
15 determination of function is done so as to be able to assign the capital cost of the new  
16 facilities to the proper function. In this case, Mohave determined that the appropriate  
17 function for the Line was distribution and assigned the capital cost of the Line to  
18 distribution plant.  
19

20 Q: Based upon Mohave's 1989 Rate Application and the ACC's 1990 Rate  
21 Decision, is the Line used and useful?

22 A: Yes. The ACC approved the rate base that includes all Mohave's plant,  
23 including the Line, that is considered used and useful for providing service. Thus, both  
24 Mohave in its 1989 Rate Application and the ACC in its 1990 Rate Decision considered  
25 the Line used and useful.

26 Q: Are you aware of Mohave filing another rate application with the ACC  
27 since the 1989 Rate Application?

28 <sup>1</sup> This amount differs from that found on the cost of service study summary due  
to adjustments during the rate case.

1 A: No I am not.

2 Q: Are you aware of Mohave filing a request with the ACC to adjust and/or  
3 remove any rate base?

4 A: No.

5 **III. The Line is a Distribution Line**

6 Q: Do you agree with Mr. Longtin's opinion the Line is a transmission line?

7 A: No. As discussed in more detail in my direct testimony, not only does the  
8 Line have the characteristics of a distribution line, but Mohave always classified the Line  
9 as a distribution line. While Mr. Longtin and I can disagree on the textbook  
10 considerations, Mohave itself determined that the function of the Line was distribution  
11 and reflected this in its 1989 Rate Application, filed September 26, 1989, or almost 2  
12 years prior to Mr. Longtin joining Mohave. Mohave also always classified the Line as a  
13 distribution line in its yearly reports it filed with the Rural Electric Administration.

14 Q: On page 8 of his testimony, Mr. Longtin testifies about ACC Decision  
15 51491. What was the purpose of Mohave's application that resulted in this decision?

16 A: Mohave sought to finance construction of the Line with a \$1,600,000 loan  
17 from the Rural Electric Administration. On October 1, 1980, Mohave filed an application  
18 in Docket No. U-1750-80-170 for approval of the construction loan. See Exhibit 5 to my  
19 direct testimony. In Mohave's attachments to its application, Mohave estimated the cost  
20 to construct a transmission line (\$3,376,000) and the cost to construct a distribution line  
21 (\$1,600,000). Mohave clearly indicated that the borrowed funds were to be used for a  
22 distribution line with an estimated cost of \$1,600,000. So, once again, Mohave itself  
23 determined and acknowledged the Line was a distribution line.

24 Q: Did the ACC approve Mohave's request for a loan to construct a  
25 distribution line?

26 A: Yes. In Decision No. 51491 dated October 22, 1980 the ACC approved  
27 the \$1,600,000 funding request for the construction of a distribution line.  
28

1 Q: Are you aware of any other information to indicate that Mohave itself  
2 determined the Line was a distribution line?

3 A: Yes. Mohave requested bids to construct the Line. Attached as Exhibit 4  
4 is a copy of Mohave's bid package and the contract to build the Line.<sup>2</sup>  
5

6 Mohave called the project to build the Line the "Supai Distribution Line." The  
7 bids were due in Mohave's Bullhead City on or before 2:00 pm on March 2, 1981 (page  
8 1 of Notice And Instructions To Bidders). The "Notice and Instructions To Bidders"  
9 specified that the project would consist of the construction of a distribution line and that  
10 there would be no "Transmission Line Construction" or "Substations and Other Major  
11 Facilities." Page 2 of Notice And Instructions To Bidders.  
12

13 Q: Did Mohave select a bidder to construct the Line?

14 A: Mohave accepted the proposal from Four States Electric Co., Inc. to  
15 construct a distribution line only. Page 75, Acceptance.  
16

17 Q: Is there anything in Four States' bid that indicated that Mohave and Four  
18 States considered the Line to be a distribution line?

19 A: Yes. In Four States' bid, Four States broke down the number, type, and  
20 cost of the facilities that it would construct. All facilities to be constructed were  
21 distribution. None of it was transmission. See pages 27-74 of Four States' proposal.  
22 As summarized on page 74 of the proposal, \$986,223.47 was to be used to construct a  
23 distribution line and no money was allocated to construct a transmission line.

24 Mohave accepted this proposal to build a distribution line. Page 75, Acceptance.

25 Q: So Mohave contracted with Four States to build distribution line. Did  
26 Mohave's upper management also understand that the Line was for distribution  
27 purposes?

28 <sup>2</sup> Because of the size of the specifications and the other documents in  
Mohave's bid/contract, Exhibit 4 contains excerpts of the bid and contract.

1 Q: Yes. Mohave's board of directors approved the construction of a  
2 distribution line and the contract with Four States. At a special meeting of Mohave's  
3 board of directors, held on March 10, 1981, the board adopted Resolution 81-3.

4 Included in this resolution were the following statements:

5 " WHERE AS, Mohave Electric Cooperative, Inc., has entered in an  
6 agreement to provide central station power to the Hualapai and Supai  
7 Indian Reservations.

8 WHERE AS, bids were solicited for the construction of a 14.4/24.9  
9 KV distribution line to serve these reservations.....

10  
11 BE IT THEREFORE RESOLVED, that the bid of \$986,223.47 by  
12 Four States Electric Company be accepted by Mohave Electric  
13 Cooperative, Inc., this acceptance being subject to approval of  
14 administrator of the Rural Electrification Administration."

15 Attached as Exhibit 5 is a copy of the resolution.

16 Q: So, given the board of directors' resolution, did Mohave itself determine  
17 the Line was a distribution line.

18 A: Yes.

19 **IV. The Mohave-BIA Contract Provided for Retail Power at Long Mesa**

20 Q: Before Mohave contracted with Four States to build the Line, the United  
21 States sought its own bids. On page 7 of Mr. Longtin's testimony he states that a  
22 request for quotations ("RFQ"; Exhibit 2 of Longtin Statement) that was issued in 1976  
23 contemplated a wholesale contract. Do you agree with that statement?

24 A: No. The RFQ does not specify a wholesale relationship. Further, it  
25 should be noted that the RFQ did not result in any acceptable responses and did not  
26 result in a contract being executed. Finally, in October 1981, five years after the RFQ,  
27  
28

1 Mohave and the BIA entered into a contract that set forth the parties' actual relationship  
2 to one another.

3 Q: On page 4 of Mr. Longtin's testimony he references that contract, the  
4 Negotiated Electric Utility Contract (the "Contract"), between Mohave and the BIA. Did  
5 the Contract specify the rate Mohave would charge the BIA for electric power?  
6

7 A: Yes. The Contract (Mr. Longtin's Exhibit 3, p. 00015) states that "[the BIA]  
8 shall pay Mohave power rates according to Mohave's Rate Schedule "L" (Large  
9 Power)...". This was Mohave's retail rate for large power users at that time.  
10

11 Q: Does the Contract make any reference to providing power to the BIA at  
12 wholesale rates?

13 A: No it does not. The Contract indicates a retail relationship.

14 Q: Did Mohave propose a retail rate for the BIA in its 1989 Rate Application?  
15

16 A: Yes. Mohave requested a retail rate schedule for the BIA that was  
17 approved by the ACC.

18 Q: Then under Mohave's current approved ACC rates, it is providing electric  
19 power service to the BIA under an ACC approved retail rate schedule?  
20

21 A: Yes. The BIA always has paid retail rates.

22 **V. The 12 Customers Along the Line Were Mohave's Retail Customers**

23 Q: Mr. Longtin states that it was his understanding that Mohave provided  
24 service to the 12 customers along the Line as a courtesy to the BIA and that Mohave  
25 never had any intent to serve customers off of the Line. Is that understanding  
26 consistent with the Contract?  
27  
28

1 A: No. I don't see any provision in the Contract that authorizes Mohave to be  
2 the BIA's agent. Also, the Contract (Exhibit 3 of Longtin Statement) states on page  
3 00016 that "The Government agrees that Mohave may elect to serve the Hualapai  
4 Indian Reservation upon its own arrangements from the utility plant proposed to be  
5 constructed provided that contemplated system capacities are not unreasonably  
6 exceeded." The Contract contemplated that Mohave could, on its own initiative, use the  
7 Line to serve new retail customers. Mohave serving its own retail customers on the  
8 Hualapai Reservation along the Line would be consistent with this Contract provision.  
9  
10

11 **VI. The Line is Not, and Would Not, be a Financial Burden on Mohave's**  
12 **Customers**

13 Q: On pages 27 and 28 of Mr. Longtin's testimony he discussed the effect of  
14 the Line on Mohave's finances. Do you agree with his concerns?

15 A: No. Mohave's cost of service summary, attached to its 1989 Rate  
16 Application, shows the BIA providing a 5.98% return on the rate base and an Operating  
17 TIER of 1.24, which indicates Mohave was providing service without a loss. Also, the  
18 BIA has paid off construction of the Line and every month was paying for operation and  
19 management costs and for depreciation of the Line. In addition, as part of the ACC  
20 approved retail rate for the BIA, the BIA has paid a monthly service charge, demand  
21 charge and energy charge to Mohave. As a result, Mohave should be recovering its  
22 costs associated with the Line.  
23  
24

25 Q: Mr. Longtin also states that if the BIA and others along the Line were  
26 Mohave's customers, it would be a financial burden upon its other 37,000 customers or  
27 members. Do you agree with that?  
28

1 A: No. If anything, the BIA and the customers along the Line were  
2 subsidizing Mohave's other 37,000 customers. For example, Clay Bravo, who owns a  
3 home along the Line and was paying Mohave for his electricity, was subsidizing a  
4 Mohave customer/homeowner living in Bullhead City. The Bullhead City homeowner  
5 was not subsidizing Mr. Bravo.  
6

7 The retail rates charged to the customers along the Line were the same retail  
8 rates that Mohave charged its 37,000 retail customers. Built into those retail rates are  
9 the expenses associated with the operation, maintenance, construction, and  
10 depreciation of the rest of Mohave's entire electrical system, including plant located in  
11 Bullhead City. So the customers on the Line contributed revenue to Mohave that went  
12 toward the upkeep and operation of the rest of the Mohave system. In contrast, the BIA  
13 has paid the full cost of the upkeep and operation of the Line. As a result, a Mohave  
14 customer living in Bullhead City is not, and was not, paying for the expenses associated  
15 with the Line. In essence, the customers along the Line were subsidizing Mohave's  
16 other customers.  
17  
18

19 Q: Does this conclude your testimony?

20 A: Yes.

21 Respectfully submitted this 3 day of November, 2008.

22  
23 DIANE J. HUMETEWA  
24 United States Attorney  
25 District of Arizona

26 

27 MARK J. WENKER  
28 Assistant U.S. Attorney  
Attorneys for the Bureau of Indian Affairs

1 Original, and 13 copies filed  
this 3<sup>rd</sup> day of November, 2008, with:

2 Docket Control Division  
3 Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

4 Copies delivered this  
5 3<sup>rd</sup> day of November, 2008, to:

6 Teena Wolfe  
Administrative Law Judge, Hearing Division  
Arizona Corporation Commission  
1200 West Washington Street  
7 Phoenix, Arizona 85007

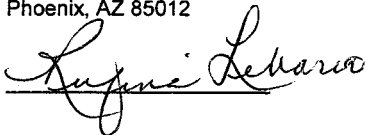
8 Janice Alward  
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9 1200 West Washington Street  
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Director, Utilities Division  
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12 Steven A. Hirsch  
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Bryan Cave  
14 Two N. Central Ave., Suite 2200  
Phoenix, AZ 85004-4406

15 Copy mailed this  
16 3<sup>rd</sup> day of November, 2008, to:

17 Michael A. Curtis  
William P. Sullivan  
Curtis, Goodwin, Sullivan, Udall & Schwab  
501 East Thomas Road  
18 Phoenix, AZ 85012

19   
20  
21  
22  
23  
24  
25  
26  
27  
28

# Exhibit 1



## MOHAVE ELECTRIC COOPERATIVE, INC.

April 8, 1982

DEPT. OF INTERIOR  
BUREAU OF INDIAN AFFAIRS  
P O BOX 7007  
PHOENIX, AZ 85011

SUBJECT: REVISED FEB. BILLING FOR USAGE FROM FEB. 1, 1982 TO MAR. 1, 1982

RE: ACCOUNT #29740-00, D-8, LONG MESA POWER TRANSFORMER

	Present Reading	Previous Reading	Diff.	Multi.	Usage
KWH	65	-	65	1200	78,000
KW	.42	-	.42	1200	504

PREVIOUS BALANCE

\$32,249.32

Energy Charges:

Base Rate:

78,000	KWH @ \$ .029	=	\$ 2,262.00
504	KW @ \$6.90	=	\$ 3,477.60
			\$ 5,739.60

Wholesale Power Cost Adjustment:

78,000	KWH @ \$ .013092	=	\$ 1,021.18
--------	------------------	---	-------------

Arizona Sales Tax @ 4%

=	\$ 6,760.78
	\$ 270.43

Total Energy Charge

\$ 7,031.21

Facility Charge:

Cost of Construction	$\frac{1,145,651.55}{12} \times .0444$	=	\$ 4,238.91
----------------------	--	---	-------------

Property Tax	$\frac{1,145,651.55}{12} \times .05$	=	\$ 4,773.55
--------------	--------------------------------------	---	-------------

Operation & Maintenance	$\frac{1,145,651.55}{12} \times .02$	=	\$ 1,909.42
-------------------------	--------------------------------------	---	-------------

Depreciation	$\frac{1,145,651.55}{12} \times .048$	=	\$ 4,582.60
--------------	---------------------------------------	---	-------------

\$15,504.48

Arizona Sales Tax

\$ 620.18

Total Facility Charge

\$16,124.66

BALANCE DUE

\$55,405.19

MOHAVE ELECTRIC COOPERATIVE, INC.

*A. H. Carpenter*  
Mr. A. H. Carpenter  
Manager

AHC/kh

cc: TRUXTON CANYON AGENCY  
VINCE LA POINTE  
VALENTINE, AZ 86437

# Exhibit 2

BEFORE THE ARIZONA CORPORATION COMMISSION  
Arizona Corporation Commission

DOCKETED

SEP 26 1989

DOCKETED BY

*[Signature]*

RECEIVED  
AT CORP. COMMISSION  
SEP 26 1989  
DOCUMENT  
CONTROL

RENZ D. JENNINGS  
Chairman  
MARCIA WEEKS  
Commissioner  
DALE H. MORGAN  
Commissioner

IN THE MATTER OF THE APPLICATION ) DOCKET NO. 6-1750-89-231  
OF MOHAVE ELECTRIC COOPERATIVE, INC., ) APPLICATION FOR A  
AN ARIZONA NON-PROFIT CORPORATION, ) PERMANENT RATE INCREASE  
FOR A PERMANENT RATE INCREASE. )

MOHAVE ELECTRIC COOPERATIVE, INC., (MEC) a non-profit Arizona corporation, hereby makes a rate application to the Arizona Corporation Commission pursuant to the Rules and Regulations of the Arizona Corporation Commission R14-2-103B.3 "Information required from distribution electric cooperatives," and in support thereof alleges as follows:

(1) MEC is an Arizona non-profit cooperative corporation engaged in providing electric service to some 21,148 customers in Mohave County, Arizona, pursuant to Certificates of Public Convenience and Necessity ("Certificates") granted by this Commission.

(2) MEC's service territory encompasses two separate portions of Mohave County. The larger of the service areas lies east of Kingman, Arizona, and is sparsely populated. The second area consists of a strip of land along the Colorado River, including the communities of Riviera and Bullhead City, Arizona.

(3) Applicant purchases all of its electric power from Arizona Electric Power Cooperative, Inc.

(4) Applicant is financed by long-term financing from REA, which is an agency of the U. S. Department of Agriculture. Ap-

1 plicant is a member of the National Rural Utility Cooperative  
2 Finance Corporation ("CFC"), a nationwide financing institution  
3 organized to furnish supplemental financing in addition to the  
4 financing provided by REA.

5 (5) MEC has experienced very rapid growth in the past few  
6 years in its certified area along the Colorado River.

7 (6) This application is for an increase in operating reve-  
8 nues of \$1,803,775.00 using a test year ended July 31, 1989,  
9 which would return to the applicant a rate of return of 12.35% on  
10 an original cost rate base of \$25,988,341.00, or an overall in-  
11 crease in rates of 7%.

12 (7) Attached hereto are the following exhibits necessary to  
13 comply with RI4-2-103B.3:

14 (a) REA Form 7 for the periods ending July 31, 1989  
15 and December 31, 1988, filed under "Historical Financial Re-  
16 sults." These Form 7's encompass the test year of the applicant.

17 (b) The applicant has elected not to submit a recon-  
18 struction cost new value of its utility plant considered in the  
19 determination of its fair value.

20 (c) A bill count for the residential rate schedule is  
21 set forth in Schedule H-5, page 1 of 1, under "Rate Comparisons  
22 Present and Proposed Rates," and total bills by class on page 3  
23 of "Cost of Service Study."

24 (d) A summary of revenues by consumer classification  
25 for present and proposed rates for each class of service and  
26 rates and charges for other services, are set forth in Schedule  
27 H-1 and Schedule H-3, pages 1 through 15, for the test year ended  
28

July 31, 1989 under "Rate Comparisons Present and Proposed Rates."

(e) A schedule listing long term debt obligations, on page 18, marked Schedule 5, attached to financial statements under "Historical Financial Results."

(f) A cost of service study for the twelve (12) months ending July 31, 1989, pages 1 through 52. See "Cost of Service Study."

(g) A "Financial Summary of Present and Proposed Rates" includes:

- (i) a rate adjustment summary (Schedule A-1),
- (ii) a comparative statement of operations (Schedule A-2),
- (iii) pro forma test year adjustments (Schedule A-3), and
- (iv) original cost rate base for the test year ending July 31, 1989 (Schedule A-4).

(h) An "Equity Management Plan", Schedules EM-1 through 5.

(i) Additional information in the form of financial statements, accounting reports, audit reports, and other vital reports contained in "Historical Financial Results."

WHEREFORE, Applicant requests that the Commission forthwith:

Find and determine the fair value of Applicant's electric property devoted to public service in Arizona, that a just and reasonable rate of return upon the fair value of such property be granted to Applicant, with a permanent rate schedule to be thereafter approved by this Commission which will produce equitable rates among the classes of customers to be effective with

October, 1990 billings.

Respectfully submitted  
On behalf of  
MOHAVE ELECTRIC COOPERATIVE, INC.

CHARLES D. WAHL, P.C.

By Charles D. Wahl  
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DATED this 26th day of September, 1989.

Original and 9 copies filed  
this 26th day of September, 1989  
with

Arizona Corporation Commission  
Utilities Division  
1200 West Washington  
Phoenix, Arizona 85005

MOHAVE ELECTRIC COOPERATIVE, INC.

RATE ADJUSTMENT SUMMARY

Test Year Ended July 31, 1989

<u>Line No.</u>	<u>Description</u>	<u>Present Rates</u>	<u>Proposed Rates</u>
1.	Revenues	\$25,802,347	\$27,606,122
2.	Operating Expense and Interest	25,727,526	25,727,526
3.	Operating Margins	74,821	1,878,596
4.	Non-Operating Margins	367,019	367,019
5.	Operating TIER	1.06	2.41
6.	Net TIER	1.33	2.69
7.	Rate Base	25,988,341	25,988,341
8.	% Return on Rate Base	5.41%	12.35%
9.	Requested Increase in Revenues	--	1,803,775
10.	% Increase	--	7.00%

Date: 9-21-89

MOHAVE ELECTRIC COOPERATIVE, INC.

ORIGINAL COST RATE BASE

Test Year Ended July 31, 1989

Line No.	Description	Amount
1.	Gross Utility Plant In Service:	
2.	Intangible Plant	\$ 579
3.	Transmission Plant	2,642,587
4.	Distribution Plant	25,878,944
5.	General Plant	3,355,553
6.	Total Gross Utility Plant In Service	31,877,663
7.	Less: Accumulated Depreciation	8,098,436
8.	Net Utility Plant in Service	23,779,227
9.	Plus:	
10.	Construction Work In Progress	3,553,430
11.	Working Capital	706,782
12.		4,260,212
13.	Less:	
14.	Consumer Advances For Construction	2,051,098
15.	Original Cost Rate Base	<u>\$25,988,341</u>

# MOVAVE ELECTRIC COOPERATIVE, INC. --/-- EQUITY MANAGEMENT PLANNING HORIZON

## FORECAST SCENARIO

### CURRENT

#### Most Likely Scenario

Consumer Growth Rate 7.50%  
 Inflation Rate 5.80%  
 Retail Rate Increase 7.00%  
 Year of Rate Increase 1980

## FINANCIAL OBJECTIVES

Capital Credits Cycles 15  
 Equity Ratios 45%

DESCRIPTION	7-31-80	7-31-81	7-31-82	7-31-83	7-31-84	7-31-85	7-31-86	7-31-87	7-31-88	7-31-89
Base Revenues	\$25,740,022	\$29,585,888	\$31,804,581	\$34,189,838	\$36,754,181	\$39,510,744	\$42,474,050	\$45,659,804	\$49,084,074	\$52,705,380
Cost of Service	25,038,569	27,481,319	29,361,181	31,481,610	33,792,187	36,359,945	39,215,528	42,339,125	45,754,631	49,551,581
Operating Margins	101,455	2,124,567	2,443,400	2,728,228	2,962,014	3,150,800	3,258,422	3,320,479	3,329,443	3,213,799
Net Margins	378,405	2,368,821	2,576,136	2,782,384	2,982,014	3,150,800	3,258,422	3,320,479	3,329,443	3,213,799
Operating TIER	1.07	2.60	2.87	3.06	3.10	3.03	2.82	2.59	2.38	2.10
Net TIER	1.28	2.78	2.98	3.09	3.10	3.03	2.82	2.59	2.38	2.10
Construction Expenditures	3,348,671	3,795,543	4,304,820	4,891,979	5,538,773	6,279,393	7,121,618	8,076,803	9,180,104	10,388,703
Borrowing Requirement	3,870,000	0	0	1,130,557	1,430,336	2,300,747	3,255,544	3,390,051	4,382,881	5,684,785
Embedded Cost of Debt	6.80%	5.70%	5.70%	5.97%	6.17%	6.52%	6.80%	7.34%	7.82%	8.38%
Debt/Equity Ratios										
Debt Percentage	71.10%	65.77%	61.78%	59.78%	58.80%	54.48%	54.03%	54.10%	54.50%	55.77%
Equity Percentage	28.90%	34.23%	38.22%	41.22%	43.40%	45.51%	45.97%	45.90%	45.42%	44.23%

MOVAVE ELECTRIC COOPERATIVE, INC. --- EQUITY MANAGEMENT PLANNING HORIZON

	BASE YEAR									
STATEMENT OF OPERATIONS	7-31-09	7-31-80	7-31-01	7-31-82	7-31-83	7-31-84	7-31-85	7-31-86	7-31-87	7-31-88
Base Operating Revenue	24,584,383	25,740,022	28,585,655	31,804,501	34,189,836	36,764,181	39,519,744	42,474,050	45,859,504	49,004,074
Base Purchased Power	18,370,477	19,354,728	20,065,334	22,369,800	24,044,310	25,847,643	27,768,217	29,870,183	32,110,446	34,518,730
Operating Expenses:										
D & M Expenses	3,001,324	3,229,887	3,407,330	3,594,733	3,772,444	3,950,120	4,127,895	4,305,670	4,483,445	4,661,220
Depreciation	935,882	1,009,631	1,138,233	1,248,733	1,374,053	1,518,102	1,677,375	1,850,187	2,037,518	2,302,659
Property Taxes	520,723	800,010	778,482	847,208	926,282	1,017,089	1,121,235	1,240,477	1,376,850	1,532,853
Interest	1,174,394	1,354,500	1,330,831	1,303,707	1,324,512	1,410,214	1,554,034	1,791,530	2,098,137	2,444,017
Total Cost of Service	24,062,800	25,638,560	27,481,319	29,361,101	31,481,010	33,792,167	36,359,945	39,218,528	42,329,125	45,754,631
Operating Margins	521,783	101,455	2,124,347	2,443,400	2,728,326	2,962,014	3,150,800	3,288,422	3,328,479	3,329,443
Non Operating Margins	582,569	278,951	204,273	132,735	34,039	0	0	0	0	0
Net Margins	1,104,352	378,405	2,398,621	2,576,135	2,762,364	2,962,014	3,150,800	3,288,422	3,328,479	3,329,443
Operating TIER	1.44	1.07	2.50	2.87	3.06	3.10	3.03	2.82	2.59	2.36
Net TIER	1.84	1.20	2.79	2.98	3.09	3.10	3.03	2.82	2.59	2.36

# POWAVE ELECTRIC COOPERATIVE, INC. --- EQUITY MANAGEMENT PLANNING HORIZON

ASSUMPTIONS DETAIL	BASE YEAR									
	7-31-80	7-31-80	7-31-81	7-31-82	7-31-83	7-31-84	7-31-85	7-31-86	7-31-87	7-31-88
Number of Consumers - YE	21,148	22,734	24,439	26,272	28,243	30,361	32,638	35,086	37,717	40,546
Consumer Growth Rate	9.00%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%
KWH Sales Per Avg. Cons.	14,887	14,300	14,300	14,300	14,300	14,300	14,300	14,300	14,300	14,300
Const. Expend. Per Cons.	2,000	2,110	2,228	2,348	2,478	2,614	2,760	2,909	3,069	3,238
Other Revenues Per Cons.	13.20	13.20	13.20	13.20	13.20	13.20	13.20	13.20	13.20	13.20
Weighted Base Retail Rate	0.081115	0.081115	0.081115	0.081115	0.081115	0.081115	0.081115	0.081115	0.081115	0.081115
Weighted Base P.P. Rate	0.081687	0.081687	0.081687	0.081687	0.081687	0.081687	0.081687	0.081687	0.081687	0.081687
Inflation Rate	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Depreciation Rate	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Interest Rate - REA	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Interest Rate - CPC	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%	10.50%
Financing Ratios:										
REA Percentage	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%
CFC Percentage	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
Interest Rate On Temp. In	8.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%	9.00%
Temp. Invest. Bal.-YE	2,475,000	3,679,485	2,183,278	769,404	0	0	0	0	0	0
Construction Expenditures	3,724,440	3,345,871	3,795,543	4,304,820	4,891,978	5,536,773	6,279,393	7,121,516	8,076,803	9,160,104
Principal Payments - Debt	376,000	400,000	482,021	482,780	443,725	457,461	478,919	513,395	558,438	625,030
KWH Sales	300,253	313,757	337,280	362,505	389,779	419,013	450,439	484,222	520,530	559,579
Average No. of Consumers	20,430	21,941	23,587	25,358	27,257	29,302	31,489	33,862	36,401	39,131

UTILITY PLANT DETAIL	BASE YEAR									
	7-31-89	7-31-89	7-31-90	7-31-91	7-31-92	7-31-93	7-31-94	7-31-95	7-31-96	7-31-98
Gross Utility Plt. In Rev.	31,077,663	37,104,429	40,675,536	44,725,617	49,318,017	54,528,232	60,439,375	67,136,879	74,736,083	83,354,842
CMIP	3,953,430	1,873,338	1,897,772	2,152,310	2,440,869	2,789,388	3,130,866	3,580,909	4,039,401	4,580,052
Total Utility Plant	35,431,093	38,777,764	42,573,307	46,877,928	51,759,886	57,268,678	63,578,071	70,887,887	78,774,410	87,934,894
Least Accumulated Depr.	9,089,438	9,108,067	10,240,300	11,485,033	12,869,086	14,305,268	16,052,843	17,922,830	19,980,348	22,263,007
Net Utility Plant	27,332,857	29,669,697	32,332,007	35,382,895	38,890,819	42,911,410	47,513,428	52,774,856	58,794,062	65,671,887
Property Taxes	820,723	880,010	778,482	847,209	928,282	1,017,069	1,121,236	1,240,477	1,378,650	1,532,653

	7-31-89	7-31-90	7-31-91	7-31-92	7-31-93	7-31-94	7-31-95	7-31-96	7-31-98	
	43,567	7,50%	40,546	7,50%	37,717	7,50%	35,086	7,50%	32,638	7,50%
	14,300	7,50%	14,300	7,50%	14,300	7,50%	14,300	7,50%	14,300	7,50%
	3,238	7,50%	3,069	7,50%	2,909	7,50%	2,760	7,50%	2,614	7,50%
	13.20	7,50%	13.20	7,50%	13.20	7,50%	13.20	7,50%	13.20	7,50%
	0.081115	7,50%	0.081115	7,50%	0.081115	7,50%	0.081115	7,50%	0.081115	7,50%
	0.081687	7,50%	0.081687	7,50%	0.081687	7,50%	0.081687	7,50%	0.081687	7,50%
	5.00%	7,50%	5.00%	7,50%	5.00%	7,50%	5.00%	7,50%	5.00%	7,50%
	3.00%	7,50%	3.00%	7,50%	3.00%	7,50%	3.00%	7,50%	3.00%	7,50%
	5.00%	7,50%	5.00%	7,50%	5.00%	7,50%	5.00%	7,50%	5.00%	7,50%
	10.50%	7,50%	10.50%	7,50%	10.50%	7,50%	10.50%	7,50%	10.50%	7,50%
	70.00%	7,50%	70.00%	7,50%	70.00%	7,50%	70.00%	7,50%	70.00%	7,50%
	30.00%	7,50%	30.00%	7,50%	30.00%	7,50%	30.00%	7,50%	30.00%	7,50%
	8.00%	7,50%	9.00%	7,50%	9.00%	7,50%	9.00%	7,50%	9.00%	7,50%
	2,475,000	7,50%	2,183,278	7,50%	769,404	7,50%	0	7,50%	0	7,50%
	3,724,440	7,50%	3,795,543	7,50%	4,304,820	7,50%	4,891,978	7,50%	5,536,773	7,50%
	376,000	7,50%	482,021	7,50%	482,780	7,50%	443,725	7,50%	457,461	7,50%
	300,253	7,50%	337,280	7,50%	362,505	7,50%	389,779	7,50%	419,013	7,50%
	20,430	7,50%	23,587	7,50%	25,358	7,50%	27,257	7,50%	29,302	7,50%

## MOVAVE ELECTRIC COOPERATIVE, INC. --- EQUITY MANAGEMENT PLANNING HORIZON

CASH FLOW DETAIL	BASE YEAR									
	7-31-88	7-31-89	7-31-90	7-31-91	7-31-92	7-31-93	7-31-94	7-31-95	7-31-96	7-31-97
Cash Flow Excluding Interest	2,576,861	4,758,087	5,084,538	5,460,929	5,886,411	6,362,203	6,810,147	7,279,118	7,747,135	8,219,070
Plus:										
Beginning Invest. Bal.	2,475,000	3,679,465	2,193,278	756,404	0	0	0	0	0	0
Less:										
Construction Expenditures	3,366,671	3,795,543	4,304,820	4,881,878	5,536,773	6,279,393	7,121,616	8,076,803	9,160,104	10,386,703
Debt Repayment	400,000	462,021	462,780	443,725	457,461	476,919	513,395	589,430	625,030	701,108
Capital Credit Payments	0	833,208	443,081	718,481	0	516,430	986,745	435,407	587,738	1,040,048
Interest - Last Year	1,178,000	1,354,500	1,330,931	1,303,707	1,324,512	1,410,214	1,554,034	1,781,538	2,086,137	2,444,017
Cash Excess (Deficiency)	4,922,671	5,245,273	5,531,412	7,347,880	7,318,748	8,882,958	10,175,691	10,872,186	12,459,010	14,582,856
Borrowing Requirement	129,280	2,193,278	756,404	(1,130,857)	(1,430,335)	(2,300,747)	(3,265,544)	(3,386,051)	(4,362,601)	(5,854,788)
Interest On Borrowing	3,570,000	0	0	1,130,857	1,430,335	2,300,747	3,265,544	3,386,051	4,362,601	5,854,788
Final Interest Expense	178,500	0	0	47,483	111,948	170,775	265,605	324,650	391,374	527,755
Final Investment Bal.	1,354,500	1,330,831	1,303,707	1,324,512	1,410,214	1,554,034	1,781,538	2,086,137	2,444,017	2,934,944
	3,679,465	2,193,278	756,404	0	0	0	0	0	0	0

## Schedule 1

LIABILITY DETAIL	BASE YEAR											
	7-31-69	7-31-80	7-31-81	7-31-82	7-31-83	7-31-84	7-31-85	7-31-86	7-31-87	7-31-88	7-31-89	
Beginsling Balance		9,265,894	9,391,250	11,779,077	13,722,804	18,042,087	18,285,020	21,436,420	24,170,413	25,512,247	28,128,455	
Plus: Net Margins		370,405	2,308,021	2,576,136	2,762,384	2,982,014	3,154,800	3,256,422	3,320,479	3,328,443	3,213,789	
Less: Capital Credit Pmts.		253,143	0	832,200	443,001	710,481	0	515,430	988,945	712,234	478,410	
Ending Balance		9,265,894	9,391,259	11,778,877	13,722,804	18,042,087	18,285,620	21,436,420	24,170,413	25,512,247	28,128,450	
											31,864,835	

DEBT DETAIL	BASE YEAR											
	7-31-80	7-31-81	7-31-82	7-31-83	7-31-84	7-31-85	7-31-86	7-31-87	7-31-88	7-31-89	7-31-90	7-31-91
Beginning Balance	19,831,027	23,101,027	22,838,008	22,108,226	22,873,050	23,845,933	25,869,701	28,421,910	31,251,523	35,008,383		
Plus: Borrowing Repmt.	3,570,000	0	0	1,130,557	1,430,335	2,300,747	3,268,564	3,398,051	6,382,881	5,084,788		
Less: Debt Repmt.	400,000	462,021	482,700	443,725	437,481	478,919	513,395	588,438	825,031	700,108		
Ending Balance	19,831,027	23,101,027	22,186,226	22,873,050	23,845,833	25,869,701	28,421,910	31,251,523	35,008,383	40,173,882		
Embedded Cost of Debt	5.00%	6.80%	5.70%	5.97%	6.17%	6.52%	6.98%	7.34%	7.82%	8.30%		

DEBT/EQUITY RATIOS							
Debt Percentage	69.28%	71.10%	65.77%	61.78%	59.76%	54.46%	54.58%
Equity Percentage	31.74%	28.90%	34.23%	38.22%	41.22%	45.51%	45.42%
Total:	100.00%	100.00%	100.00%	100.00%	100.98%	100.00%	100.00%

MOHAVE ELECTRIC COOPERATIVE, INC.

SUMMARY OF REVENUES BY CONSUMER  
CLASSIFICATION - PRESENT AND PROPOSED RATES

Test Year Ended July 31, 1989

Line No.	Consumer Classification	Revenues In The Test Year		Proposed Increase (Decrease)	
		Present	Proposed	Amount	%
1.	Residential	\$14,753,243	\$15,889,243	\$1,136,000	7.70%
2.	Small Commercial	5,724,824	6,268,684	543,860	9.50
3.	Large C & I	2,196,205	2,327,977	131,772	6.00
4.	Irrigation	447,185	424,826	(22,359)	(5.00)
5.	BIA	119,710	119,710	-0-	-0-
6.	Chemstar	1,340,694	1,340,694	-0-	-0-
7.	Cyprus Bagdad	850,536	825,020	(25,516)	(3.00)
8.	Lighting	100,044	140,062	40,018	40.00
9.	Other Electric Revenue	269,906	269,906	-0-	-0-
10.	Total	<u>\$25,802,347</u>	<u>\$27,606,122</u>	<u>\$1,803,775</u>	<u>7.00%</u>

MOHAVE ELECTRIC COOPERATIVE, INC.

PROPOSED CHANGES IN RATE SCHEDULES

Test Year Ended July 31, 1989

Large Contract - BIA

Line No.	Description	Rate
1.	<u>Present Rates:</u>	
2.	Monthly Service Charge	\$ 62.00
3.	Demand Charge - Per kw (1)	9.00
4.	Energy Charge - Per kwh	0.04850
5.	<u>Proposed Rates:</u>	
6.	Monthly Service Charge	\$400.00
7.	Demand Charge - Per kw	9.00
8.	Energy Charge - Per kwh	0.04418

Notes:

(1) Including current purchased power adjustment of  
\$0.006 per kwh.

# Exhibit 3

BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission

DOCKETED

NOV 29 1990

MARCIA WEEKS  
CHAIRMAN  
RENZ D. JENNINGS  
COMMISSIONER  
DALE H. MORGAN  
COMMISSIONER

DOCKETED BY

*[Signature]*

IN THE MATTER OF THE APPLICATION OF )  
MOHAVE ELECTRIC COOPERATIVE, INC., AN )  
ARIZONA NON-PROFIT CORPORATION, FOR A )  
PERMANENT RATE INCREASE. )

DOCKET NO. U-1750-89-231

DECISION NO. 57172

OPINION AND ORDER

DATES OF HEARING: July 11, 1990 (Public Comments)  
July 25, 1990 (Hearing)

PLACES OF HEARING: Bullhead City, Arizona (Public Comments)  
Phoenix, Arizona (Hearing)

PRESIDING OFFICER: Beth Ann Burns

IN ATTENDANCE: Marcia Weeks, Chairman  
Renz D. Jennings, Commissioner

APPEARANCES: Mr. Charles D. Wahl, Attorney at Law, on behalf  
of Mohave Electric Cooperative, Inc.;

Mr. K. Justine Reidhead, Staff Attorney, on  
behalf of the Residential Utility Consumer  
Office;

JENNINGS, STROUSS & SALMON, by Mr. Glenn J.  
Carter, on behalf of Chemstar, Inc.; and

Ms. Elizabeth A. Kushibab, Staff Attorney,  
Legal Division, on behalf of the Arizona  
Corporation Commission Staff.

BY THE COMMISSION:

Mohave Electric Cooperative, Inc. ("MEC", "Applicant", or  
"Company") is an Arizona non-profit cooperative corporation engaged  
in the business of providing electric service to the public in

1 various portions of Mohave County, Arizona, pursuant to authority  
2 granted by the Arizona Corporation Commission ("Commission").

3 On September 9, 1989, MEC filed with the Commission an  
4 application for a permanent increase in its rates and charges. The  
5 application was revised by filings dated November 8, 1989, April 9,  
6 1990, and May 9, 1990.

8 By Procedural Order dated November 9, 1989, intervention in  
9 this matter was granted to the Residential Utility Consumer Office  
10 ("RUCO") and Chemstar, Inc.

11 By Procedural Order dated May 29, 1990, the hearing in this  
12 matter was scheduled to commence on July 25, 1990. The hearing was  
13 held as scheduled.

15 Following the conclusion of the hearing, MEC and RUCO submitted  
16 late-filed exhibits on July 27, 1990 to reflect a consensus reached  
17 on certain issues. Staff submitted revised exhibits on August 1,  
18 1990, August 7, 1990 and September 14, 1990. The late-filed  
19 exhibits should be marked and admitted into evidence as follows:  
20 Ex. MEC-10 (proposed rates revised) and Ex. MEC-11 (TIER forecasts);  
21 Ex. S-3 (revised Staff Report); and Ex. R-5 (revised schedules).

23 DISCUSSION

24 Applicant provides electric utility service to approximately  
25 22,000 customers located in two separate portions of Mohave County,  
26 Arizona: a large, sparsely populated area east of Kingman, Arizona  
27 and a rapidly growing area encompassing Bullhead City and Riviera,  
28

1 Arizona. As an electric cooperative, MEC purchases all of its power  
2 requirements from Arizona Electric Power Cooperative, Inc. MEC's  
3 current rates and charges for electric service were approved by the  
4 Commission in Decision No. 53174 (August 11, 1982).  
5

6 This case comes before the Commission upon application of MEC  
7 for authority to permanently increase its rates and charges. Based  
8 upon its analysis of operating data for the test year ended July 31,  
9 1989, MEC initially requested approval of rate schedules which would  
10 yield \$1,803,775 in additional gross annual revenues, a 7% increase.  
11 As revised to reflect the settled issues, discussed below, MEC is  
12 now requesting a revenue increase of \$1,497,840, or 5.62%.  
13

14 Staff conducted an investigation of the application and, in the  
15 Staff Report filed July 3, 1990, recommended a revenue increase of  
16 \$460,699, or 1.73%. Taking into account the settled matters, Staff  
17 currently supports a \$585,762 increase, or 2.2%.  
18

19 RUCO has presented a range within which it believes the revenue  
20 increase should be determined. Initially, the range provided for an  
21 increase from \$1,118,858 to \$1,199,330, or 4.2% to 4.8%. Upon  
22 revision to incorporate the settled issues, the range became  
23 \$686,690 to \$767,162, or 2.6% to 2.8%.

24 The settled issues referenced above result from a consensus  
25 reached by the parties just prior to the hearing in this matter.  
26 The consensus essentially represents acceptance of the Staff Report  
27 and covers a substantial portion of the case.  
28

1 With regard to determining the revenue requirement, no issues  
2 remain in dispute as to the quantification of rate base. Applicant  
3 has accepted Staff's proposed original cost rate base valuation of  
4 \$26,742,431. Since MEC has elected not to submit a reconstruction  
5 cost new rate base, the original cost rate base of \$26,742,431 will  
6 be used as the fair value rate base for ratemaking purposes.  
7

8 Applicant and RUCO have accepted Staff's adjustments to the  
9 test year income statement, including the adjustments to reflect the  
10 effects of customer growth. The adjustments subject to the  
11 consensus are reasonable and should be adopted.  
12

13 The parties have further reached agreement that: MEC's base  
14 rate for purchased power should be \$0.065798 per KWH; MEC's share of  
15 the Arizona Electric Power Cooperative, Inc. ("AEPCO") refund  
16 approved by the Commission in Decision No. 56803 (January 31, 1990)  
17 should be passed on to the Company's customers through a 3 mill  
18 credit per KWH; and MEC should include an addendum to its monthly  
19 purchased power adjustor filing to report for each month the amount  
20 refunded, the balance of the refund, and the amount of interest  
21 earned on the unrefunded balance. The Commission finds that the  
22 agreement is reasonable and should be adopted.  
23

24 The only unresolved issue affecting the calculation of the  
25 revenue requirement is the level of revenues necessary for MEC to  
26 maintain an appropriate times interest earned ratio ("TIER") and  
27 equity ratio.  
28

1 With regard to rates and tariffs matters, one issue remains in  
2 dispute. Staff has accepted Applicant's proposed distribution of  
3 the revenue increase among the customer classes, whereas RUCO favors  
4 an alternative allocation. The parties have agreed upon Applicant's  
5 proposed rate design, which includes the following changes:  
6

- 7 • reduction of the residential monthly service charge from  
8 \$12.00 to \$9.50 per month;
- 9 • revision of the optional demand rate for residential and  
10 small commercial customers;
- 11 • expansion of the small commercial tariff to include  
12 customers with demands up to 100 KW;
- 13 • establishing a new rate for irrigation customers; and  
14 • establishing separate rates for MEC's three large contract  
15 customers.

16 The rate structure supported by the parties is reasonable and should  
17 be adopted.

#### 18 THE TIER AND EQUITY RATION

19 At July 31, 1989, Applicant's actual capitalization consisted  
20 of 68.26% debt and 31.74% equity. The ten-year equity management  
21 plan Applicant submitted for the Commission's consideration in this  
22 proceeding contemplates raising the Company's equity ratio to 45%  
23 within four to five years. The objective of raising the equity  
24 ratio would be to improve the capital structure and thereby enable  
25 the Company to attract financing for its construction program from  
26 sources other than the Rural Electrification Administration ("REA")  
27 and the National Rural Utilities Cooperative Financial Corporation  
28

1 ("CFC"). Applicant is concerned that the REA and CFC may reduce  
2 available funding or increase the interest rates.

3  
4 According to Applicant, an integral step in the equity  
5 management plan is achieving a net TIER of at least 2.69.<sup>1</sup> The  
6 Company believes that a 2.69 TIER would provide sufficient earnings  
7 to maintain its sound financial condition, provide reliable service,  
8 respond to rapid system growth, stabilize rates at the lowest  
9 overall long-term costs to its member-customers, improve its equity  
10 ratio, and rotate capital credits to its member-customers in a  
11 meaningful cycle.<sup>2</sup> As revised, Applicant's \$1,497,840 rate request  
12 would produce the earnings required to achieve the targeted interest  
13 coverage ratio in the late-1990's.  
14

15 RUCO disagrees with Applicant's plan to reach a 45% equity  
16 ratio within a four to five-year period. It is RUCO's position that  
17 the equity component should instead be raised to between 35% and 40%  
18 of total capitalization, with some consideration given to adopting  
19 a flexible capital credit rotation policy so that the correct equity  
20  
21

---

22 <sup>1</sup> An interest coverage ratio, or TIER, is a common financial  
23 measure of a company's earnings capability. The net TIER is  
24 calculated by adding the total margin and the interest expense on  
25 long-term debt, and then dividing by the amount of the interest  
26 expense. The operating TIER is calculated by dividing operating  
27 income by interest expense.

28 <sup>2</sup> Under the capital credit system, a cooperative's margin is  
allocated or credited back to its members in proportion to each  
member's patronage or revenues. The credits are maintained on the  
cooperative's books until its financial condition allows the refunds  
to be made.

1 ratio can be maintained when the Company's margin fluctuates. RUCO  
2 contends that moving toward a ratio of 35% to 40% would comport with  
3 the principles of continuity and gradualism. The upper end of the  
4 range RUCO sponsored for the rate increase is intended to produce a  
5 2.14 net TIER and a 37.5% equity ratio in about five years.  
6

7 The revenue increase recommended by Staff is calculated to  
8 allow MEC to maintain a net TIER of 2.00, with a net debt service  
9 coverage ratio ("DSC") of 2.09. Staff contends that a 2.00 net TIER  
10 is appropriate for the Company. In support of its position, Staff  
11 has observed that the long-term debt financing provided by the REA  
12 and CFC only requires a cooperative to maintain a 1.5 net TIER and  
13 a 1.25 DSC, as an average of the best two of the last three calendar  
14 years of operations. In Staff's opinion, little incentive exists to  
15 pursue coverage ratios significantly higher than the minimums since  
16 neither the CFC nor the REA reward financially strong cooperatives  
17 with lower interest rates than those charged other companies.  
18  
19

20 The issue before the Commission is the extent to which the rate  
21 relief granted in this proceeding should include revenues intended  
22 to augment MEC's earnings and thereby increase its TIER ratio and  
23 equity capitalization. The Commission finds that the weight of the  
24 evidence fails to substantiate the reasonableness of or need for a  
25 revenue allowance in the magnitude suggested by either MEC or RUCO.  
26

27 The primary objective underlying Applicant's proposed move  
28 toward a higher coverage ratio and equity component is enhancement

1 of its financial posture and ability to attract capital from sources  
2 other than REA and CFC. However, the record evidence does not  
3 establish a need for MEC to actually seek alternative financing. At  
4 the time of hearing, Applicant's witnesses anticipated that MEC  
5 would in the next month submit a request to REA and CFC for  
6 financing its 2-year construction program. The Company's testimony  
7 has suggested no obstructions to procuring that financing and  
8 expresses hope that the funds will be obtained without having to  
9 approach another source. There is no indication in the record that  
10 the Company will be unable to secure REA and CFC financing unless  
11 its proposed 2.69 TIER is attained. There is also no certainty that  
12 REA and CFC will drive cooperatives into the capital market by  
13 increasing interest rates or restricting the availability of debt.  
14 Absent evidence establishing more than a remote possibility that it  
15 will be necessary for MEC to obtain alternative financing in the  
16 near future, the record fails to convince the Commission that a  
17 revenue allowance in excess of Staff's recommendation is warranted.  
18  
19  
20

21 The \$585,762 increase recommended by Staff is the level of rate  
22 relief necessary for Applicant to meet its operating costs, provide  
23 reliable electric utility service, and accrue sufficient earnings to  
24 maintain its financial integrity while cycling capital credits to  
25 its member-customers. It produces a 2.00 net TIER for the adjusted  
26  
27  
28

1 test year,<sup>3</sup> which is slightly higher than the coverage ratios NEC  
2 has recently experienced.<sup>4</sup> It will provide a reasonable return on  
3 fair value rate base and should be approved.  
4

5 REVENUE DISTRIBUTION

6 The remaining issue for the Commission's determination is the  
7 appropriate distribution of the authorized revenue requirement among  
8 the customer classes. Traditionally, the most widely accepted  
9 measure of reasonable utility rates and rate relationships is cost  
10 of service. Through a cost of service study, allocation ratios are  
11 developed to identify the proportionate responsibility of the  
12 various customer classifications for the utility's investment,  
13 revenues, and expenses. The realized rate of return under present  
14 rates is then calculated for each class and its relative rate of  
15 return performance is considered, along with other intangible  
16 factors, in distributing the revenue requirement.  
17

18 Applicant performed a class cost of service study using a  
19 functionalization, classification, and allocation approach. The  
20 study is a product of load data for other utilities and the judgment  
21 of its expert witness because Company-specific information is  
22  
23

24 <sup>3</sup> On rebuttal, the Company presented a forecast which  
25 estimates that for the 12 months ended June 30, 1991, the revenue  
26 increase recommended by Staff would produce a net TIER of 1.85. The  
2.00 net TIER calculated based upon adjusted test year results,  
however, is the relevant number.

27 <sup>4</sup> At the end of the test year, the Company's net TIER was  
28 approximately 1.80 (Ex. A-2, Sch. 3). At year-end 1989, it was 1.77  
(Ex. A-8, p. 3).

1 unavailable. Under the revenue distribution resulting from the  
2 study, a higher than average percentage increase would be allocated  
3 to the residential, small commercial, and lighting classes. Staff  
4 has accepted this revenue distribution, but recommends that MEC be  
5 directed to implement a load research program for its system.  
6

7 RUCO has criticized that portion of Applicant's cost of service  
8 study which allocates demand-related costs to the customer classes.<sup>5</sup>  
9 In RUCO's opinion, the demand allocation factors used in the study  
10 were improperly derived from load characteristics which had been  
11 estimated by Company witness Neidlinger based in part upon judgment  
12 and in part upon actual information he had in the past reviewed for  
13 the Arizona Public Service Company ("APS"), Tucson Electric Power  
14 Company, and Texas Electric Utilities Company. RUCO contends that  
15 the use of actual data for APS alone would be more appropriate, but  
16 that load data specific to MEC would most closely reflect the actual  
17 cost responsibility of the Company's customer classes. It is,  
18 therefore, RUCO's proposal that Applicant's cost of service study be  
19 modified to reflect the APS demand-related data and that Applicant  
20 be directed to implement a load research program to develop MEC-  
21 specific data for future rate cases. Under RUCO's revision to the  
22 Company's cost of service study, the small commercial, large  
23  
24  
25  
26  
27

28 <sup>5</sup> The demand-related portion of the purchased power costs is  
the single largest expense item incurred by MEC.

1 commercial and industrial, irrigation, and lighting classes would  
2 sustain an above-average percentage increase.

3 The Commission agrees with Staff and RUCO that actual load data  
4 for MEC's own system would be the preferable basis for determining  
5 the revenue responsibility of each customer class. The rapid growth  
6 in the Bullhead City vicinity of the Company's service territory has  
7 produced a customer base of sufficient size to warrant the  
8 performance of load research. We will direct MEC to implement a  
9 load research program and base its class cost of service study in  
10 the next case on the resultant data.  
11

12 For purposes of this proceeding, the Commission will reject the  
13 Company's cost of service study as being suspect and not susceptible  
14 to an evaluation for reasonableness. While surrogate data and the  
15 exercise of judgment can be appropriate elements in a study,  
16 Applicant has completely failed to document, support, or explain the  
17 combination of judgment and data for other utilities which it relied  
18 upon for cost of service purposes.  
19

20 We will also reject the revenue distribution proposed by RUCO.  
21 While its treatment of demand-related costs is better founded,  
22 RUCO's proposal in other areas adopts the Company's rather nebulous  
23 study and contemplates greater overall shifts in the revenue  
24 responsibility of the customer classes. We are not persuaded that  
25 any such shifts should be effectuated until actual, MEC-specific  
26  
27  
28

1 load data becomes available in the next case to provide guidance on  
2 the direction and magnitude of any needed realignment.

3 The Commission, therefore, finds it appropriate in this case to  
4 maintain the proportionate revenue responsibility which currently  
5 exists between the classes. We will approve a revenue distribution  
6 which allocates an average percentage increase of 2.34% to the  
7 customer classes.<sup>6</sup>

8  
9 From a billing perspective, the 2.34% revenue increase  
10 allocated to the residential class will be offset by the reduction  
11 in the monthly service charge from \$12.00 to \$9.50 per month. As a  
12 result, approximately 82% of the residential class (those customers  
13 using up to approximately 1,000 KWH per month) will experience an  
14 overall decrease in their monthly bills.

15  
16 \* \* \* \* \*

17 Having considered the entire record herein and being fully  
18 advised in the premises, the Commission finds, concludes, and orders  
19 that:  
20

#### 21 FINDINGS OF FACT

22 1. Applicant is an Arizona non-profit cooperative corporation  
23 engaged in the business of providing electric service to the public  
24

25  
26  
27 <sup>6</sup> The 2.20% authorized increase in gross annual revenues,  
28 when distributed to the customer classes exclusive of the "other  
revenue" category, equates to an average rate increase of 2.34%.

1 in various portions of Mohave County, Arizona, pursuant to authority  
2 granted by the Commission.

3 2. On September 9, 1989, as revised by filings dated November  
4 8, 1989, April 9, 1990, and May 9, 1990, MEC submitted to the  
5 Commission an application for a permanent increase in its rates and  
6 charges.  
7

8 3. Notice of the hearing in this matter was duly provided to  
9 Applicant's customers.

10 4. The hearing in this matter was held on the dates indicated  
11 above.  
12

13 5. The following late-filed exhibits should be admitted into  
14 evidence: Ex. MEC-10 (proposed rates revised) and Ex. MEC-11 (TIER  
15 forecasts); Ex. S-3 (revised Staff Report); and Ex. R-5 (revised  
16 schedules).  
17

18 6. The consensus reached by the parties, as reflected in Ex.  
19 S-3, is reasonable and should be adopted.

20 7. Applicant's fair value rate base is determined to be  
21 \$26,742,431, which is the same as its original cost rate base.

22 8. The weight of the evidence fails to substantiate the  
23 reasonableness of or need for granting a revenue allowance in the  
24 magnitude suggested by either MEC or RUCO to augment the Company's  
25 earnings and thereby increase its TIER ratio and equity  
26 capitalization.  
27  
28

1           9. The record evidence does not establish a need for MEC to  
2 actually seek financing from sources other than the REA and CFC.

3           10. Absent evidence establishing more than a remote  
4 possibility that it will be necessary for MEC to obtain alternative  
5 financing in the near future, the record fails to convince the  
6 Commission that a revenue allowance in excess of Staff's  
7 recommendation is warranted.  
8

9           11. The \$585,762 increase recommended by Staff is the level of  
10 rate relief necessary for Applicant to meet its operating costs,  
11 provide reliable electric utility service, and accrue sufficient  
12 earnings to maintain its financial integrity while cycling capital  
13 credits to its member-customers.  
14

15           12. The rates and charges approved herein will produce a net  
16 operating income of \$2,297,218, for a return of 8.59% which is a  
17 fair and reasonable return on fair value rate base, and a net TIER  
18 of 2.00 which is reasonable for MEC at this time.  
19

20           13. The authorized increase in gross annual revenues is  
21 \$585,762, or 2.20%.

22           14. Actual load data for the Company's system is the  
23 preferable basis for determining the revenue responsibility of each  
24 customer class.

25           15. Applicant's cost of service study is suspect and not  
26 susceptible to an evaluation for reasonableness because the Company  
27 has completely failed to document, support or explain the  
28

1 combination of judgment and data for other utilities which it relied  
2 upon for cost of service purposes.

3  
4 16. The revenue distribution proposed by RUCO adopts, in part,  
5 the Company's rather nebulous study and contemplates greater overall  
6 shifts in the revenue responsibility of the customer classes.

7 17. No significant shifts in the proportionate revenue  
8 responsibility of the classes should be effectuated until actual,  
9 MEC-specific load data becomes available to provide guidance on the  
10 direction and magnitude of any needed realignment.

11  
12 18. It is appropriate in this case to maintain the  
13 proportionate revenue responsibility which currently exists between  
14 the classes.

15 19. A revenue distribution which allocates an average  
16 percentage increase of 2.34% to the customer classes is reasonable.

17  
18 CONCLUSIONS OF LAW

19 1. Applicant is a public service corporation within the  
20 meaning of Article XV of the Arizona Constitution and A.R.S.  
21 Sections 40-250 and 40-251.

22 2. The Commission has jurisdiction over Applicant and of the  
23 subject matter of the application.

24 3. Notice of the application was provided in the manner  
25 prescribed by law.

26 4. The rates and charges proposed by Applicant are not just  
27 and reasonable.  
28

5. The rates and charges authorized herein are just and reasonable and should be approved.

6. A base rate for purchased power of \$0.065798 per KWH should be approved.

7. MEC's share of the AEPCO refund should be passed on to its customers through a 3 mill credit per KWH and MEC should be directed to include an addendum to its monthly purchased power adjustor filing to report for each month the amount refunded, the balance of the refund, and the amount of interest earned on the unrefunded balance.

8. MEC should implement a load research program for its system, develop and submit for Staff approval its plan for the program within six months from the effective date of this Decision, and base its class cost of service study in the next rate case on the resultant data.

## ORDER

IT IS THEREFORE ORDERED that MEC is hereby directed to file on or before December 31, 1990 revised rate schedules setting forth the rates and charges contained in Exhibit A, attached hereto and incorporated herein by reference, and the rates and charges for other services subject to the consensus approved herein.

IT IS FURTHER ORDERED that the above rates and charges shall be effective for all service provided on and after January 1, 1991.

1 IT IS FURTHER ORDERED that MEC shall notify its customers of  
2 the rates and charges authorized herein and the effective date of  
3 same by means of an insert in its next regular monthly billing.

4 IT IS FURTHER ORDERED that MEC's base rate for purchased power  
5 is hereby established at \$0.065798 per KWH.  
6

7 IT IS FURTHER ORDERED that a credit of \$0.003 per KWH shall be  
8 applied to customer bills until MEC has refunded its share of the  
9 AEPCO refund and the interest earned on the unrefunded balance.

10 IT IS FURTHER ORDERED that MEC is hereby directed to include an  
11 addendum to its monthly purchased power adjustor filing to report  
12 for each month the amount of the AEPCO refund passed on to  
13 customers, the remaining balance of the refund, and the amount of  
14 interest earned on the unrefunded balance.  
15

16 IT IS FURTHER ORDERED that MEC is hereby directed to implement  
17 a load research program for its system, develop and submit for Staff  
18 approval its plan for the program within six months from the  
19 effective date of this Decision, and base its class cost of service  
20 study in the next rate case on the resultant data.  
21

22 IT IS FURTHER ORDERED that the following late-filed exhibits  
23 are hereby admitted into the record for this proceeding: Ex. MEC-10  
24 (proposed rates revised) and Ex. MEC-11 (TIER forecasts); Ex. S-3  
25 (revised Staff Report); and Ex. R-5 (revised schedules).  
26  
27  
28

IT IS FURTHER ORDERED that this Decision shall become effective immediately.

BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

CHAIRMAN

COMMISSIONER

COMMISSIONER

IN WITNESS WHEREOF, I, JAMES MATTHEWS, Executive Secretary of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this 29 day of November, 1990.

James Matthews  
JAMES MATTHEWS  
EXECUTIVE SECRETARY

DISSENT \_\_\_\_\_  
babs

	TEST YEAR REVENUES	MOHAVE PERCENTAGE INCREASE AMOUNT INCREASED			% of TOTAL
		MOHAVE	RUCO	APPROVED	
RESIDENTIAL (% of TOTAL)	\$15,421,961 57.89%	2.39% \$15,790,546	1.79% \$15,698,014	2.34% \$15,782,835	57.97%
SMALL COMM'L.	5,997,009 22.51%	2.94% 6,173,321	3.56% 6,210,503	2.34% \$6,137,339	22.54%
LRG COMM. & IND.	2,123,873 7.97%	2.01% 2,166,563	3.47% 2,197,571	2.34% 2,173,572	7.98%
IRRIGATION	437,797 1.64%	-1.62% 430,705	3.40% 452,682	2.34% 448,041	1.63%
BIA	115,718 0.43%	0.00% 115,718	0.42% 116,204	2.34% 118,426	0.43%
CHEMSTAR	1,340,694 5.03%	0.00% 1,340,694	0.00% 1,340,694	0.00% 1,340,694	4.92%
CYPRUS BAGDAD	832,471 3.12%	-0.97% 824,396	-0.71% 826,560	2.34% 851,951	3.13%
LIGHTING	100,044 0.38%	12.99% 113,040	12.99% 113,040	2.34% 102,385	0.38%
OTHER REVENUE	269,904 1.01%	0.00% 269,904	0.00% 269,904	0.00% 269,904	0.99%
AVG INCREASE	\$26,639,471 100.00%	2.20% \$27,224,886	2.20% \$27,225,172	2.20% \$27,225,147	100.00%

**MOHAVE  
SUMMARY  
CURRENT AND APPROVED  
RATE COMPARISONS**

<b><u>RESIDENTIAL</u></b>	<b><u>CURRENT RATES</u></b>	<b><u>APPROVED RATES</u></b>
<b><u>Small General Service</u></b>		
<b><u>Residential-SGS</u></b>		
Monthly Service Charge	\$12.00	\$9.50
Energy-kWH	\$0.08100	\$0.08319
<b><u>Optional-TOD Rates</u></b>		
<b><u>Residential-RTOD</u></b>		
Monthly Service Charge	\$15.00	\$15.00
On-Peak Energy Charge	0.11600	0.14950
Off-Peak Energy Charge	0.05200	0.05200
<b><u>Optional Demand Rate</u></b>		
<b><u>Residential-RD</u></b>		
<b><u>Oct.-April</u></b>		
Monthly Service Charge	\$13.50	
Energy-kWH	0.08100	
<b><u>May-Sept.</u></b>		
Monthly Service Charge	\$13.50	
Demand Charge-kW	\$6.50	
Energy-kWH	0.05100	
<b><u>All Months</u></b>		
Monthly Service Charge		\$13.50
Demand Charge-kW		\$7.50
Energy-kWH		0.04800

### SMALL COMMERCIAL

#### Small Commercial Service

##### SCS - Less than 100 kW

##### Non-Demand Metered

##### Monthly Service Charge

##### Energy Charge-kWH

\$17.50  
0.07350

\$12.00  
0.08160

##### Demand Metered

##### Monthly Service Charge

##### Demand Charge-kW (>3kW)

##### Energy-kWH

\$19.00  
\$7.20  
0.05750

\$25.00  
\$8.25  
0.05374

##### Optional TOD Rate

##### Small Comm. & Ind.

##### (Less than 100 kW - SC TOD)

##### Monthly Service Charge

##### On Peak Demand Charge-kW

##### Energy-kWH

\$25.00  
\$13.50  
0.05950

\$30.00  
\$12.50  
0.05040

### LARGE COMM. & INDUSTRIAL

#### Large Comm. & Ind.

##### (Greater than 100 kW)

##### Monthly Service Charge

##### Demand Charge-kW

##### Energy-kWH

\$62.00  
\$9.00  
0.04850

\$70.00  
\$9.75  
0.04558

##### Optional TOD Rate

##### Large Comm. & Ind.

##### Monthly Service Charge

##### On Peak Demand Charge-kW

##### Energy-kWH

\$62.00  
\$13.50  
0.04100

\$70.00  
\$13.50  
0.04100

**IRRIGATION**

**Large Irrig. Pumping**

Monthly Service Charge	\$62.00	\$60.00
Demand Charge-kW	\$9.00	\$7.00
Energy-kWH	0.04850	0.05000

**Optional TOD Rate**

Large Irrig. Pumping		
Monthly Service Charge	\$62.00	\$60.00
On Peak Demand Charge-kW	\$13.50	\$13.50
Energy-kWH	0.06333	0.05000

**LIGHTING**

**Lighting Service-L.S**

**Utility Owned:**

Mercury Vapor-175 Watt	\$6.70	\$6.85
HP Sodium-100 Watt	7.70	\$7.88
LP Sodium-100 Watt	10.20	\$10.43

**Consumer Owned**

Mercury Vapor-175 Watt	\$5.00	\$5.11
HP Sodium-100 Watt	5.00	\$5.11
LP Sodium-100 Watt	5.00	\$5.11

**LARGE CONTRACT**

**Large Contract- BIA**

Monthly Service Charge	\$62.00	\$70.00
Demand Charge-kW	\$9.00	\$9.00
Energy Charge-kWH	0.04850	0.04579

**Large Contract-Cyrene Baghdad**

Monthly Service Charge	\$62.00	(1)
Demand Charge-kW	\$13.50	
Energy Charge-kWH	0.04100	

**Large Contract-Chemistat**

Monthly Service Charge	\$62.00	(1)
Demand Charge-kW	\$9.00	
Energy Charge-kWH	0.04830	

(1) Current contract rates apply.

Any back-up service provided outside of the contract  
will be subject to the Large Commercial and Industrial general rate  
or the Optional Time-of-Day rate.

**ORIGINAL**

MOHAVE ELECTRIC COOPERATIVE, INC.

CONTRACT RATE - REVISED EXHIBIT "2"

for the

U.S. Bureau of Indian Affairs

Availability:

1. Available only to the U.S. Bureau of Indian Affairs pursuant to agreement for electric service dated April 1, 1982.

Character of Service:

1. All service provisions are specified in the contract.

Net Rate Per Month:

Monthly Service Charge	\$70.00
Demand Charge - Per KW	9.00
Energy Charge - Per KWH	0.04579

Billing Demand:

1. The billing demand shall be the maximum kilowatt demand established for any fifteen (15) minute period during the billing month.

Tax Adjustments:

1. Total monthly sales for electric service are subject to adjustment for all federal, state and local governmental taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on electric utility gross revenues.

Purchased Power Cost Adjustment:

1. The utility may, if the cost of purchased power is increased or decreased above or below the base purchased power cost of \$0.065798 per KWH sold, flow through to the consumer such increases or decreases.

Conditions of Service:

1. The terms and conditions for the provision of service to the consumer under this rate schedule are subject to the Rules and Regulations of the utility, as approved and modified from time to time by the Arizona Corporation Commission.

Effective Date:

1. This rate schedule is effective January 1, 1991.

APPROVED FOR FILING  
IN COMPLIANCE WITH

# Exhibit 4

MOHAVE ELECTRIC COOPERATIVE, INC.  
ARIZONA 22

PLANS AND SPECIFICATIONS  
SUPAI DISTRIBUTION LINE

#5

**ELECTRIC SYSTEM  
CONSTRUCTION CONTRACT**

**(Labor and Material)**

**U. S. DEPARTMENT OF AGRICULTURE  
RURAL ELECTRIFICATION ADMINISTRATION**

REA FORM 830  
REV 8-72

## NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the construction, including the supply of necessary labor, materials and equipment, of a rural electric project of MOHAVE ELECTRIC COOP., INC. (hereinafter called the "Owner") to be known as Project ARIZ 22 - SUPAI DIST. will be received by the Owner on or before 2:00 o'clock P M., MARCH 2, 19 81, at its office at BULLHEAD CITY ARIZONA at which time and place the proposals will be publicly opened and read. Any proposal received subsequent to the time specified will be promptly returned to the Bidder unopened.

2. Description of Project: The Project will consist of approximately:

### Overhead Distribution Line Construction

       miles of        kV Single Phase Lines

       miles of        kV V-Phase Lines

60.73 miles of 14.4 / 24.9 kV Three-Phase Lines

       miles of secondary on secondary poles

       miles of services for        consumers

2.65 miles of double circuit 14.4 / 24.9 kV  
three-phase line

### Underground Distribution Facilities

       miles of        kV Single-Phase Construction

       miles of        kV V-Phase Construction

0.038 miles of 14.4 / 24.9 kV Three-Phase Construction

       miles of        Volt Secondary and Service

Construction for        Consumers.

Distribution Line Changes, Conversion, and Removal

0.434 miles of 14.4/24.9 kV Single-Phase Removal  
2.65 miles of 14.4/24.9 kV Three-Phase Removal  
\_\_\_\_\_ miles of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transmission Line Construction

\_\_\_\_\_ miles \_\_\_\_\_ kV; \_\_\_\_\_ miles \_\_\_\_\_ kV  
\_\_\_\_\_ miles \_\_\_\_\_ kV; \_\_\_\_\_ miles \_\_\_\_\_ kV  
\_\_\_\_\_ miles \_\_\_\_\_ kV underbuild  
NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Substations and Other Major Facilities

\_\_\_\_\_ kVA \_\_\_\_\_ Voltage \_\_\_\_\_ Name  
\_\_\_\_\_ kVA \_\_\_\_\_ Voltage \_\_\_\_\_ Name  
\_\_\_\_\_ kVA \_\_\_\_\_ Voltage \_\_\_\_\_ Name  
NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project is located in MOHAVE

County \_\_\_\_\_, in the State of ARIZONA all as more fully described in the Plans; Specifications, Construction Drawings and Contractor's Proposal therefor hereinafter referred to.

3. Work on Energized Lines. Unless stated below all construction work including attachments to existing poles and line changes, is to be done with the lines deenergized. The hours during which existing lines will be deenergized are shown in the Contractor's Proposal. Approximately 0 miles of the line changes are to be made with the lines energized and such lines are in the following locations or areas:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Discrepancy in Unit Prices. Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor," "Materials" and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control.

20. Definition of Terms. The terms "Administrator," "Engineer," "Supervisor," "Project," "Completion of Construction" and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI, Section 1, of the Contractor's Proposal.

21. The Owner represents:

- a. If by provisions of the Contractor's Proposal the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.
- b. All easements and rights-of-way, except as shown on maps included in the Plans and Specifications, have been obtained from the owners of the properties across which the Project is to be constructed (including tenants who may reasonably be expected to object to such construction). The remaining easements and rights-of-way, if any, will be obtained as required to avoid delaying construction.
- c. All staking, except as shown on the maps included in the Plans and Specifications, has been completed and sufficient staking crews will be available to maintain stakes at all times in advance of construction.
- d. Where underground distribution construction is required, permission has been obtained from state and local highway and road authorities to install underground distribution power facilities and set pedestals, if any, on the highway and road right-of-way in the Project area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of public authorities having jurisdiction over highway and road right-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the Project. This requirement is in addition to and independent of the Contractor's Bond required under this Contract. The acceptance of a bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by or on behalf of the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communication with the following: ARIZONA STATE HIGHWAY DEPT., KINGMAN, ARIZONA

BUREAU OF INDIAN AFFAIRS PEACH SPRINGS, ARIZONA

e. All funds necessary for prompt payment for the construction of the Project will be available.

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation, provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph a. hereof.

MOHAVE ELECTRIC COOP., INC.  
Owner

By Helen N. Smith  
HICKS & RAGLAND ENGINEERING CO.

February 2, 19 31

## CONTRACTOR'S PROPOSAL

(Proposal shall be submitted in ink or typewritten)

To:

MOHAVE ELECTRIC COOPERATIVE, INC.

(Hereinafter called the "Owner")

### ARTICLE I--GENERAL

Section 1. Offer to Construct. The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor transportation and other means required to construct the rural electric project ARIZ 22

#### SUPPLY DISTRIBUTION

in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated.

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Materials and Equipment. The Bidder agrees to furnish and use in the construction of the Project under this Proposal, in the event the Proposal is accepted, only such materials and equipment as are included in the current "List of Materials Acceptable for Use on Systems of REA Electrification Borrowers," including revisions adopted prior to the Bid Opening.

For distribution lines, the Bidder further agrees to furnish and use guy wire with ASTM Class A (Engineer to insert A or B) zinc coating.

All leads on equipment such as transformers, reclosers, etc., shall be of #6 minimum copper conductivity using STRANDED SOFT DRAWN COPPER (Engineer to insert stranded soft drawn copper or aluminum alloy) conductor. All conductor ties on insulators shall be ~~of the materials and methods shown in the following Tying Guide Drawings:~~ PREFORMED LINE PRODUCTS' WT "WRAP-LOCK TIE" AND ST "GROOVE FORMED" TIE (Engineer to insert appropriate drawing numbers).

Ground rods and butt-type grounding plates shall be COPPER (Engineer to insert galvanized steel or copper).

Underground primary cable shall have ROUND coated copper neutral (Engineer to insert round or flat).

For transmission lines, the Bidder further agrees to furnish and use guy wire, overhead ground wire, and pole ground wire with ASTM Class NA (Engineer to insert A, B, or C) zinc coating. Guy wire shall be the same size and grade as the overhead ground wire. Where overhead ground wire is not specified, the guy wire shall be NA size, \_\_\_\_\_ grade.

The Bidder further agrees to furnish and use poles, crossarms, and other timber products, of which the physical characteristics, method of treatment, type of preservative, instructions on inspection and general procedure shall be in accordance with REA standards and requirements.

because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) : will obtain identical certifications from proposed subcontractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

Section 7. Franchises and Rights-of-Way. The Bidder shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, state, county, municipal or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the Project.

Section 8. Nonassignment of Contract. The Bidder shall perform directly and without subcontracting not less than twenty-five per centum (25%) of the construction of the Project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety and Sureties on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with consent of the Owner, and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner and the Government for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.

Section 9. Extension to Successors and Assigns. Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 10. Contractor. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Four States Electric Inc.  
(Bidder)

By Norman J. Harris  
(President)

P.O. Box 2013

Farmington N.M. 87401  
(Address)

ATTEST:

Norathel D. Harris  
(Secretary)

Date 2/28/81

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

# DISTRIBUTION CONSTRUCTION UNITS--NEW CONSTRUCTION

## Section 1--POLE UNITS

A pole unit consists of one pole in place. It does not include pole-top assembly unit or other parts attached to the pole. The first two digits indicate the length of the pole; the third digit shows the classification per A.S.A. (Example: 25-6 means a pole 25 feet long, class 6.)

Species of Timber: SOUTHERN YELLOW PINE OR DOUGLAS FIR

Kind of Preservative: (Check one)

1. Creosote \_\_\_\_\_ 2. Pentachlorophenol ☒ 3. Creosote plus 2% Pentachlorophenol \_\_\_\_\_

4. Salt type preservative - CCA \_\_\_\_\_, ACA \_\_\_\_\_

Method of Treatment: (Check one)

1. Pressure ☒ 2. Thermal Process \_\_\_\_\_

Pole Plan Under Which the Poles are to be Furnished: (Check one)

1. Insured Warranted \_\_\_\_\_ 2. Independently Inspected ☒

3. Either Insured Warranted or Independently Inspected \_\_\_\_\_

(Engineer to complete above)

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
35-6	5	172.60	106.13	278.13	1,390.65
40-6	1	172.00	152.42	324.42	324.42
35-4	54	172.00	142.90	314.90	17,104.60
40-4	601	172.00	175.16	347.16	208,643.16
45-4	84	180.00	207.65	387.65	32,562.60
50-4	25	190.00	234.71	424.71	10,617.75

Total, Section 1-- \$270,543.18

### Section A--SINGLE PHASE POLE TOP ASSEMBLY UNITS

[illegible]

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## Section B--V PHASE POLE TOP ASSEMBLY UNITS

[illegible]

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### Section C--THREE PHASE POLE TOP ASSEMBLY UNITS

[illegible]

- 30 -

## Section D--CONDUCTOR ASSEMBLY UNITS

[illegible]

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DISTRIBUTION CONSTRUCTION UNITS--NEW CONSTRUCTION (Continued)

Section E--GUY ASSEMBLY UNITS

A guy assembly unit consists of the hardware and wire, and guy insulator where necessary. An overhead guy assembly consists of an overhead guy, a pole, and a down guy, each of which is listed separately. Guy guards are designated separately.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
E 2-2	6	44.50	29.95	74.45	446.70
VE1-2	125	32.50	20.85	53.35	6,668.75
VE1-3	11	32.50	25.28	57.78	635.58
VE6-2	11	65.00	39.20	104.20	1,146.20
VE8-2L	9	130.00	156.75	286.75	2,580.75

Total, Section E-- \$ 11,477.98

Section F--ANCHOR ASSEMBLY UNITS

An anchor assembly unit consists of the anchor with rod complete, ready for attaching the guy wire.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
F1-4	176	155.00	55.07	210.07	36,972.32

Total, Section F-- \$ 36,972.32

CC C



NONE

**Total, Section G--**\_\_\_\_\_

**DISTRIBUTION CONSTRUCTION UNITS--NEW CONSTRUCTION (Continued)**

**Section J--SECONDARY ASSEMBLY UNITS**

A secondary assembly unit consists of the hardware, insulators, etc., to support the secondary conductors or cable. It does not include the secondary conductor or cable, or any hardware, insulators, etc., required to support service conductors or cable.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
J					

Total, Section J-- \_\_\_\_\_

**Section K--SERVICE ASSEMBLY UNITS**

A service assembly unit consists of the hardware, insulators, etc., required to support the service conductors or cable. It does not include the service conductor or cable, or any hardware, insulators, etc., required to support secondary conductors or cable.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
K					

Total, Section K-- \_\_\_\_\_

## Section M--MISCELLANEOUS ASSEMBLY UNITS

[illegible]

Total, Section M-- \$ 61,852.69

DISTRIBUTION CONSTRUCTION UNITS--NEW CONSTRUCTION (Continued)

Section R--RIGHT-OF-WAY CLEARING UNITS

R1-10. The unit is 1,000 feet in length and 10 feet in width (to be measured on one side of the pole line) of actual clearing of right-of-way. This includes clearing of underbrush, tree removal, and such tree trimming as is required so that the right-of-way, except for tree stumps which shall not exceed THREE INCHES in height, shall be clear from the ground up on one side of the line of poles carrying primary conductors of the width specified. This unit does not include clearing or trimming associated with secondaries or services which is included with conductor units. The length of actual clearing shall be measured in a straight line parallel to the horizontal line between stakes and across the maximum dimension of foliage cleared projected to the ground line. All trees and underbrush across the width of the right-of-way, as designated by the Engineer, shall be considered to be grouped together as a single length in measuring the total length of clearing. Spaces along the right-of-way in which no trees are to be removed or trimmed or underbrush cleared shall be omitted from the total measurement. All length thus arrived at, added together and divided by 1,000, shall give the number of 1,000-foot R1-10 units of clearing. This unit includes the removal or topping, at the option of the Bidder, of danger trees outside of the right-of-way when so designated by the Engineer. (Danger trees are defined as dead or leaning trees which, in falling, will affect the operation of the line.) The Bidder shall not remove or trim shade, fruit, or ornamental trees unless so directed by the Engineer.

R1-20. This unit is identical with R1-10 except that width is 20 feet (to be measured 10 feet on each side of the pole line).

R1-30. This unit is identical with R1-10 except that width is 30 feet (to be measured 15 feet on each side of the pole line).

R1-40. This unit is identical with R1-10 except that width is 40 feet (to be measured 20 feet on each side of the pole line).

RC1-10, RC1-20, RC1-30, RC1-40. These units are identical to the respective R1 units except that chemical treatment of stumps is required in addition to the clearing of underbrush, tree removal and tree trimming.

Additional Requirements (When specifying R1 units denote type of disposal (AorB).)

A. Trees, brush, branches and refuse shall, without delay, be disposed of by such of the following methods as the Engineer will direct (Engineer to strike out methods not to be used):

~~1. Burned.~~

~~2. Piled on one side of right-of-way.~~

3. Roller chopped and left on right-of-way in such a manner as not to obstruct roads, ditches, drains, etc.

~~4. Other (describe)~~

B. Trees that are felled shall be cut to commercial wood lengths, stacked neatly, and left on the right-of-way for the landowner. Commercial wood length means the length designated by the Engineer but in no case shall it be required to be less than sixty (6) feet. Brush, branches, and refuse shall, without delay, be disposed of by such of the following methods as the Engineer will direct (Engineer to strike out methods not to be used):

~~1. Burned.~~

~~2. Piled on one side of right-of-way.~~

3. Roller chopped and left on right-of-way in such a manner as not to obstruct roads, ditches, drains, etc.

~~4. Other (describe)~~

# DISTRIBUTION CONSTRUCTION UNITS--NEW CONSTRUCTION (Continued)

## Section R--RIGHT-OF-WAY CLEARING UNITS (Continued)

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
R-10	4.449	1,500.00	—	1,500.00	6,673.50
R-20	5.775	3,000.00	—	3,000.00	17,325.00

Total, Section R-- \$23,998.50

## Section UD--UNDERGROUND CABLE ASSEMBLY UNITS

An underground cable assembly unit consists of 1000 feet of cable for underground primaries, secondaries or services. It does not include the conduit, plowing, trenching and backfilling, or the termination of the primary cable which are provided for in other assembly units. It includes the termination, connection and sealing of secondary and service cables and conductors as shown in the specifications and construction drawings, and all primary, secondary and service cable splices (buried cable may be spliced only when and where permitted by the Owner). \* In computing the compensation to the Bidder for underground cable assembly units, only the distance between stakes, paralleling the cable shall be used. The number of units so computed will include all cable installed in place in all specified trenches, risers, conduits, crossings, manholes, transformers, terminal housings and meter boxes. \*\* The conductor or cables listed are the manufacturer's designation of types, size, voltage rating and material. The Bidder and the Owner shall jointly perform cable acceptance tests on installed cable in accordance with the specifications using test equipment furnished by the Bidder. (Engineer to insert Owner or Bidder).

☐

\*Engineer check here if primary splices are permitted.

☐

\*Engineer check here if secondary and service splices are permitted.

☐

\*\*Engineer check here if 12 feet of service conductor is to be left as a coil three feet from the building with ends capped instead of connection to meter box.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
UD - 3 Ø 10-PRI.	5.70	1,000.00/ft	2,500.00	3,500.00	1,995.00

Total, Section UD \$1,995.00

# DISTRIBUTION CONSTRUCTION UNITS--NEW CONSTRUCTION (Continued)

## Section UG--UNDERGROUND TRANSFORMER ASSEMBLY UNITS

An underground transformer assembly unit consists of the transformer, its housing, warning sign, switches, over-current protective devices, grounding loop, and hardware and leads with their connectors and supporting insulators installed in place. This unit includes the cable terminations but does not include lightning arresters, fault indicators, ground rods or trenching. For submersible transformers, it includes the cable terminations, the enclosure and cover, drainable material (when specified)\*, and the excavation when required. For pad-mount transformers, it does not include the pad, site preparation, drainable material, backfilling or compaction which are included in the pad assembly units.



\*Engineer check here if drainable material is specified.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
UG		NONE			

Total Section UG

## Section UK--UNDERGROUND SECONDARY AND SERVICE ASSEMBLY UNITS

An underground secondary and service assembly unit consists of secondary or service cable terminal housing mounted in place. It includes the power pedestal, stake (when required), mounting hardware, warning sign, directional marker, housing identification marking and the cable identification tags. It does not include the cable terminations, ground rod, or pad, when required.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
UK		NONE			

Total, Section UK

## Section UM--MISCELLANEOUS UNDERGROUND ASSEMBLY UNITS

[illegible]

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## DISTRIBUTION CONSTRUCTION UNITS--NEW CONSTRUCTION (Continued)

### Section UR--UNDERGROUND EXCAVATION ASSEMBLY UNITS

- UR 1-S (D) Plowing Assembly Unit, Soil--Consists of one (1) lineal foot of plowing in soil, measured parallel to the surface of the ground, to a specified depth (D), in inches, including the compacting, except as specifically provided for in other units. This unit includes all material and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, watermains, pipes, pipelines and contents, underground power and telephone facilities, buried sewerage and drainage facilities, and any other property damaged during the plowing of the cable, except as specifically provided for in other units. This unit does not include underground cable facilities installed in the slot. NOTE: Where in the judgement of the Owner greater than normal difficulty will be involved in plowing because of the presence of underground facilities of other utilities, this unit will be suffixed by the letter "T". This will be applicable only in those areas predesignated by the Owner on the detail maps herein. All plowing outside of the predesignated area on the map, regardless of the difficulty in placement actually experienced, will be inventoried as the regular UR 1-S (D) units. If field conditions show the existence of rock to prevent the placing of the cable in soil to the depth required in the specifications, the Owner may specify UR2-R units. Where more than one cable is to be installed in the slot, the UR1-S unit designation should be modified by a suffix corresponding to the number of cables installed. Example--UR1-S(D) 3c for 3 cables plowed at one time.
- UR 2-S (D&W) Trenching Assembly Unit, Soil--Consists of one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, to a specified depth (D) and width (W), in inches, including the excavation, and backfilling and compacting. This unit includes all material and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, watermains, pipes, pipelines and contents, underground power and telephone facilities, buried sewerage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable facilities installed in the trench or cable bedding assembly units, when required. NOTE: Where in the judgment of the Owner greater than normal difficulty will be involved in trenching because of the presence of underground facilities of other utilities, this unit will be suffixed by letter "T". This will be applicable only in those areas predesignated by the Owner on the detail maps herein. Where more than one cable is to be installed in the trench, the regular UR2-S unit designation should be modified by a suffix corresponding to the construction drawing for the type of cable placement desired.
- UR 2-R (D&W) Trenching Assembly Unit, Rock--Consists of one (1) lineal foot of trenching in rock, measured parallel to the surface of the ground, to specified depth (D) and width (W), in inches, including the excavation, and backfilling and compacting to place cable to the depth specified in the Specifications. This unit will be specified by the Owner only when field conditions at the site show the existence of rock at a depth preventing the placing of the cable in soil to the depths required in the Specifications. This unit includes all material and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, watermains, pipes, pipelines and contents, underground power and telephone facilities, buried sewerage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable facilities installed in the trench or cable bedding assembly units, when required.
- UR-3 Cable Bedding Assembly Unit--Consists of one (1) lineal foot of a two-inch bed of clean sand or soil placed in the trench under the cable and a four-inch layer of clean sand or soil backfill over the cable to the width of the trench. NOTE: The exact location and number of units shall be determined by the Owner after the trenches are open in those areas where rock or other conditions make special bedding necessary.
- UR-4a Pavement Assembly Unit, Asphalt--Consists of the labor and material necessary to remove and restore one (1) lineal foot of asphalt pavement, measured along the route of the cable. All work shall be performed in accordance with the requirements of state or local authorities. Any trenching which may be necessary is included in this unit.

DISTRIBUTION CONSTRUCTION UNITS--LINE CHANGES--(Continued)

TABLE D. Values of Material Items Creditable to Bidder

REA Item Letter Designation*	Description of Material Item	Item Value
a	INSULATOR, PIN TYPE, 25KV	9.45
b	PIN, POLE TOP, 20"	3.20
c	BOLT, MACHINE, 5/8" X 10"	0.68
c	BOLT, MACHINE, 5/8" X 12"	0.72
d	WASHER, SQUARE, 2 1/4" X 2 1/4"	0.28
bs	BOLT, SINGLE UPSET, INSULATED	1.66
x	SUSPENSION INSULATOR, 10"	8.22
o	BOLT, EYE, 5/8" X 10" AND 5/8" X 12"	1.67
ca	DEADEND ASSEMBLY, PRIMARY	3.18
cc	DEADEND ASSEMBLY, NEUTRAL	2.75
qa	EYE NUT, 5/8"	1.14
ao	SHACKLE, ANCHOR	0.74
g	CROSSARM, 3 1/2" X 4 1/2" X 8'-0"	23.92
cu	BRACE, WOOD 28"	4.11
i	BOLT, CARRIAGE, 3/8" X 4 1/2"	0.20
dy	BOLT, EYE, DOUBLE ARMING, 5/8"	1.40
n	BOLT, DA, 5/8" X req'd length	1.40
c	BOLT, MACHINE, 1/2" X req'd length	0.43
d	WASHER, ROUND, 1 3/8" DIAMETER	0.04
cu	BRACE, WOOD, 60" SPAN	10.30
f	PIN, STEEL, CROSSARM, 5/8" X 14"	5.12
g	CROSSARM, 3 3/4" X 4 3/4" X 10'-0"	26.50
u	3 BOLT CLAMP, 6" LONG	2.28

\*See "List of Materials Acceptable for Use on Systems of REA Electrification Borrowers".

DISTRIBUTION CONSTRUCTION UNITS--LINE CHANGES--(Continued)

TABLE D. Values of Material Items Creditable to Bidder--(Continued)

REA Item Letter Designation*	Description of Material Item	Item Value
V	GUY ATTACHMENT	2.70
CK	CLAMP, ANCHOR ROD BONDING	0.72
d	WASHER, CURVED, 3" X 3" X 5/16" X 1/16" hole	0.35
qt	GUY GUARD, 8'	3.53
pp	CLAMP, HOT LINE	1.67
dd	Adaptor, INSULATOR	0.92
	FUSE TUBE	3.20
da	BRACKET, INSULATED	1.79
	INSULATED, GUY STRAIN, FIBERGLASS	2.90
	ANCHOR ROD	2.76
a	INSULATOR, PIN TYPE, 12.5 KV	7.45
	# 4- 7/16 ACSR (SWANATE)	.0642/FT.
	#2- 6/16 ACSR (SPARROW)	.0877/FT.
	TRIPLEX	.0910/FT.
	TRANSFORMER, 5KVA	190.47
ab	NUT, THIMBLEYE, 5/8"	0.79
ao	BOLT, THIMBLEYE, 5/8"	1.39

\*See "List of Materials Acceptable for Use on Systems of REA Electrification Borrowers".

# DISTRIBUTION LINE CONSTRUCTION

## Proposal Summary

### Recapitulation of Sections

#### New Construction Overhead

Section - I	<u>POLE UNITS</u>	<u>\$ 270,543.18</u>
Section - A	<u>NONE</u>	<u>- 0 -</u>
Section - B	<u>NONE</u>	<u>- 0 -</u>
Section - C	<u>30 POLE TOP ASSY UNITS</u>	<u>121,858.15</u>
Section - D	<u>CONDUCTOR ASSY UNITS</u>	<u>362,855.91</u>
Section - E	<u>GUY ASSY UNITS</u>	<u>11,477.98</u>
Section - F	<u>ANCHOR ASSY UNITS</u>	<u>36,972.32</u>
Section - G	<u>NONE</u>	<u>- 0 -</u>
Section - J	<u>NONE</u>	<u>- 0 -</u>
Section - K	<u>NONE</u>	<u>- 0 -</u>
Section - M	<u>MISCELLANEOUS ASSY UNITS</u>	<u>61,852.69</u>
Section - R	<u>ROW CLEARING UNITS</u>	<u>23,998.50</u>

#### Total Overhead

\$ 889,558.73

#### Underground

Section - UD	<u>CABLE ASSY UNITS</u>	<u>1,995.00</u>
Section - UG	<u>NONE</u>	<u>- 0 -</u>
Section - UK	<u>NONE</u>	<u>- 0 -</u>
Section - UM	<u></u>	<u>8315.62</u>
Section - UR	<u>EXCAVATION ASSY UNITS</u>	<u>4,560.00</u>

#### Total Underground

14,870.62

#### Total New Construction

\$ 904,429.35

#### Line Changes

Section - H	<u>NONE</u>	<u>- 0 -</u>
Section - I	<u>REMOVAL ASSY UNITS</u>	<u>7,800.78</u>
Section - N	<u>NEW ASSY UNITS</u>	<u>73,993.34</u>

#### Total Line Changes

\$ 81,794.12

#### Total Distribution Line Construction

\$ 986,223.47

## Section 1--POLE UNITS

**Species of Timber:**

1. Creosote \_\_\_\_\_ 2. Pentachlorophenol \_\_\_\_\_ 3. Creosote plus 2% Pentachlorophenol \_\_\_\_\_

**Method of Treatment:** (Check one)

1. Pressure: \_\_\_\_\_ 2. Thermal Process: \_\_\_\_\_

1. Insured Warranted \_\_\_\_\_ 2. Independently Inspected \_\_\_\_\_

3. Either Insured Warranted or Independently Inspected \_\_\_\_\_

(Engineer to complete above)

[illegible]

**Total Section 1--** \_\_\_\_\_

# TRANSMISSION CONSTRUCTION UNITS--(Continued)

## Section 2--POLE TOP ASSEMBLY UNITS

A pole top assembly unit consists of the hardware, crossarms and their appurtenances, insulators, etc., except tie wire, required to support the power conductors and overhead ground wire. It does not include the pole, the download, and butt coil, which are separate units.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
TH					
TP					
TS					
TSS					
TSZ					

Total, Section 2--

NONE

**Total, Section 3--** \_\_\_\_\_

5

- 61 -

**TRANSMISSION CONSTRUCTION UNITS--(Continued)**

**Section 4--GUY ASSEMBLY UNITS**

A guy assembly unit consists of the hardware and wire. Guy guards are designated separately.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
TG-1					
TG-2					
TG-3					
TG-4					
TG-5					

Total, Section 4--

**Section 5--ANCHOR ASSEMBLY UNITS**

An anchor assembly unit consists of the anchor with rod or rods, complete, ready for attaching the guy wire.

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
TA-1-5					
TA-1-8					
TA-3					

Total, Section 5--

00

CC



None

- 63 -

TRANSMISSION CONSTRUCTION UNITS--(Continued)

Section 7--RIGHT-OF-WAY CLEARING UNITS

TM - 12. The unit is 1,000 feet in length and \_\_\_\_\_ ( \_\_\_\_\_ ) feet in width (to be measured \_\_\_\_\_ ) ( \_\_\_\_\_ ) feet on one side of pole line or centerline of structures) of actual clearing of right-of-way. This includes clearing of underbrush, tree removal, and such tree trimming as is required so that the right-of-way, except for tree stumps which shall not exceed \_\_\_\_\_ in height, shall be clear from the ground up on one side of the line of poles carrying conductors. (See Detail A, Drawing TM-12-2A.) The length of actual clearing shall be measured in a straight line parallel to the horizontal line between poles or centerline of structures and across the maximum dimension of foliage cleared projected to the ground line. (See Detail B, Drawing TM-12-2A.) All trees and underbrush across the width of the right-of-way shall be considered to be grouped together as a single length in measuring the total length of clearing. (See Detail C, Drawing TM-12-2A.) Spaces along the right-of-way in which no trees are to be removed or trimmed or underbrush cleared shall be omitted from the total measurement. All length thus arrived at, added together and divided by 1,000 shall give the number of 1,000-foot TM-12 units of clearing. The Bidder shall not remove or trim shade, fruit, or ornamental trees unless so directed by the Engineer in writing.

TM - 12 (1). This unit is identical with TM-12, except the full width of the right-of-way to be cleared shall be \_\_\_\_\_ ( \_\_\_\_\_ ) feet wide (to be measured \_\_\_\_\_ ) ( \_\_\_\_\_ ) feet on each side of the pole line or centerline of structures). (See Detail D, Drawing TM-12-2A.)

TMC-12, TMC-12 (1). These units are identical to the respective TM units except that chemical treatment of stumps is required in addition to the clearing of underbrush, tree removal and tree trimming.

TM - 13. The unit, for purpose of quoting, is 1,000 feet in length of clearing off the right-of-way. The Engineer will select those trees off the right-of-way that he deems to be a hazard to the line and will designate them to the Bidder in writing as danger trees. When so designated, the Bidder shall remove or top such trees at his option except that the Bidder shall trim and not remove shade, fruit, or ornamental trees unless otherwise directed by the Engineer in writing. (See Drawings TM-12-2A and TM-13 for examples of danger trees.)

The measurement of the length of clearing off the right-of-way shall be considered as a straight line parallel to the horizontal line between poles or centerline of structures, such measurement of length to be based on maximum dimension of foliage (not trunk) projected to the ground line. (See Details E, F, G, and H, Drawing TM-12-2A.) Dead trees having no foliage shall be measured across the maximum dimension and multiplied by two. (See Detail F, Drawing TM-12-2A.) Each tree so removed shall be added together to determine the total length of clearing. All length thus arrived at, added together and divided by 1,000, shall give the number of TM-13 units. (Example: Details E, F, G, and H, Drawing TM-12-2A, total .1 of a TM-13 unit.)

TM - 14. The unit is 1,000 feet in length and \_\_\_\_\_ ( \_\_\_\_\_ ) feet in width (to be measured \_\_\_\_\_ ) ( \_\_\_\_\_ ) feet on one side of right-of-way centerline) of actual clearing of right-of-way. Trees and underbrush should be cleared from the ground up within 10 feet of any structure location. The Engineer will mark the trees and brush to be cleared to provide "undulating" boundaries. Low growing trees and brush are to be left in the right-of-way to the extent it will not be hazardous to the line or will not interfere with the access road.

The length of actual clearing shall be measured in a straight line parallel to the horizontal line between poles or centerline of structures and across the maximum dimension of foliage cleared projected to the ground line (See Detail B, Drawing TM-12-2A). All trees and underbrush cleared across the right-of-way shall be considered to be grouped together as a single length in measuring the total length of clearing (See Detail C, Drawing TM-12-2A). Spaces along the right-of-way in which no trees are to be removed or trimmed or underbrush cleared shall be omitted from the total measurement.

TRANSMISSION CONSTRUCTION UNITS--(Continued)

Section 7--RIGHT-OF-WAY CLEARING UNITS (Continued)

TM - 14 (1). This unit is identical with TM-14 except the full width of the right-of-way to be cleared shall be \_\_\_\_\_ (\_\_\_\_\_) feet wide (See Detail D, Drawing TM-12-2A).

TM - 15. The unit is 1,000 feet in length and \_\_\_\_\_ (\_\_\_\_\_) feet in width (to be measured \_\_\_\_\_ (\_\_\_\_\_) feet on one side of the right-of-way centerline) of actual clearing of the right-of-way. Trees and underbrush should be cleared from ground up within 10 feet of any structure location. The Engineer will mark the trees and brush to be cleared to provide a "feathered" appearance in the right-of-way. Low growing trees and brush are to be left in the right-of-way to the extent it will not be hazardous to the line or will not interfere with the access road.

The length of actual clearing shall be measured in a straight line parallel to the horizontal line between poles or centerline of structures and across the maximum dimension of foliage cleared projected to ground line (See Detail B, Drawing TM-12-2A). All trees and underbrush cleared across the right-of-way shall be considered to be grouped together as a single length in measuring the total length of clearing (See Detail C, Drawing TM-12-2A). Spaces along the right-of-way which no trees are to be removed or trimmed or underbrush cleared shall be omitted from the total measurement.

TM - 15 (1). This unit is identical to TM-15 except the full width of the right-of-way to be cleared shall be \_\_\_\_\_ (\_\_\_\_\_) feet wide (See Detail D, Drawing TM-12-2A).

Additional Requirements (When specifying TM units denote type of disposal (A or B).)

A. Trees, brush, branches and refuse shall, without delay, be disposed of by such of the following methods as the Engineer will direct (Engineer to strike out methods not to be used):

1. Burned
2. Piled on one side of right-of-way
3. Roller chopped and left on right-of-way in such a manner as not to obstruct roads, ditches, drains, etc.
4. Other (describe) \_\_\_\_\_

**TRANSMISSION CONSTRUCTION UNITS--(Continued)**

**Section 7--RIGHT-OF-WAY CLEARING UNITS (Continued)**

B. Trees that are felled shall be cut to commercial wood lengths, stacked neatly, and left on the right-of-way for the landowner. Commercial wood length means the length designated by the Engineer but in no case shall it be required to be less than \_\_\_\_\_ ( \_\_\_\_\_ ) feet. Brush, branches, and refuse shall, without delay, be disposed of by such of the following methods as the Engineer will direct (Engineer to strike out methods not to be used):

1. Burned.
2. Piled on one side of right-of-way
3. Roller chopped and left on right-of-way in such a manner as not to obstruct roads, ditches, drains, etc.
4. Other (describe) \_\_\_\_\_

Unit No.	No. of Units	Unit Price			Extended Price-- Labor and Materials
		Labor	Materials	Labor and Materials	
TM					

Total, Section 7-- \_\_\_\_\_

TRANSMISSION LINE CONSTRUCTION

Proposal Summary

Recapitulation of Sections:

Section - 1 \_\_\_\_\_ \$ \_\_\_\_\_

Section - 2 \_\_\_\_\_

Section - 3 \_\_\_\_\_

Section - 4 \_\_\_\_\_

Section - 5 \_\_\_\_\_

Section - 6 \_\_\_\_\_

Section - 7 \_\_\_\_\_

Total Transmission Line Construction \$ \_\_\_\_\_

*NONE*

## SUBSTATION AND SWITCHING STATION CONSTRUCTION UNITS

Description of Construction Units. Each Construction Unit consists of a complete installation of the designated portion of a substation or switching station as specified on the drawings, together with connections to associated equipment. Each Construction Unit represents all labor and material including necessary accessories completely installed and tested in satisfactory operation. Full identification of each Construction Unit and all necessary specifications of the installation is shown on the drawings.

Items of material in each Construction Unit shall be of the designated size, rating, type, voltage, or other specification in accordance with the drawings. The bill of material drawing for each station shows the identification of the Construction Units under which the material is to be installed and shows which items of material may be partly or entirely found in the lists of owner-furnished materials.

All items of equipment, unless otherwise specified, are mounted on a structure which shall be a Construction Unit of Group A.

Each Construction Unit is designated by the letter of the Group to which it belongs and an identifying number. The same item of equipment carries the same Construction Unit designation in all the stations. Items of equipment designated by the same Construction Unit in one station are of only one kind as to voltage, type and other specifications. The tabulation of construction units is separate for each station and contains all units necessary for construction of that station.

Group A. Structures. A Construction Unit consists of a structure, or structures, with bus supports including insulators and fittings, buses, conductors and overhead ground wires to adjacent structures within the station, grounding material to connect equipment with the ground bus, and associated material including mounting brackets, supports for equipment, clamps and connectors, all as specified in the drawings.

Group B. Three-Pole Group Operated Air Break Switches. A Construction Unit consists of one 3-pole group operated air break switch with all accessories and operating mechanisms as specified in the drawings.

Group C. Lightning Arresters. A Construction Unit consists of one single-phase lightning arrester.

Group D. Single Pole Disconnecting Switches. A Construction Unit consists of one single pole disconnecting or by-pass switch as specified in the drawings. If a fuse disconnect switch is specified, the fuse is included with the switch.

Group E. Oil Circuit Breakers. A Construction Unit consists of one complete three-phase power circuit breaker complete with supporting frame and control cabinet, unless shown otherwise in the drawings, mounted as specified in the drawings.

Group F. Oil Circuit Reclosers. A Construction Unit consists of a complete single-phase or three-phase oil circuit recloser as specified in the drawings.

Group G. Meters, Relays and Instrument Transformers. A Construction Unit consists of one meter, relay, potential transformer or current transformer.

Group H. Transformers. A Construction Unit consists of one power transformer or one station service transformer either single-phase or three-phase as specified in the drawings.

Group I. Voltage Regulators. A Construction Unit consists of one single-phase or three-phase voltage regulator as specified in the drawings.

Group J. Communications and Supervisory Control Equipment. A Construction Unit consists of carrier current equipment, microwave, or other types of communications and supervisory control equipment as specified in the drawings.

Group K. Conduit and Cable. A Construction Unit consists of the wire, cable, conduit and accessories necessary to complete the installation of equipment in accordance with the specifications and drawings, where such installation has not been included in other Groups.

PROPOSAL RECAPITULATION

Distribution line construction

\$ 986,223.47

Transmission line construction

- 0 -

Substation and Switching Station Construction

- 0 -

Total

\$ 986,223.47

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder, Four States Electric Co., Inc. for the construction of the following:

Distribution Construction Units:

Sections 1, C, D, E, F, M, R, UD, UM, UR, I and N

Transmission Construction Units: None

Sections \_\_\_\_\_

Substation and Switching Station Construction:

Stations (name): None

The total Contract price is \$ 986,223.47

MOHAVE ELECTRIC COOPERATIVE, INC.

OWNER

By [Signature]  
PRESIDENT

[Signature]  
SECRETARY

2-10-81  
DATE OF CONTRACT

# Exhibit 5

RESOLUTION

AT THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE MOHAVE ELECTRIC COOPERATIVE, INC., HELD MARCH 10, 1981, AT BULLHEAD CITY, ARIZONA, COUNTY OF MOHAVE, STATE OF ARIZONA, THE FOLLOWING RESOLUTION WAS ADOPTED:

WHERE AS, Mohave Electric Cooperative, Inc., has entered in an agreement to provide central station power to the Hualapai and Supai Indian Reservations.

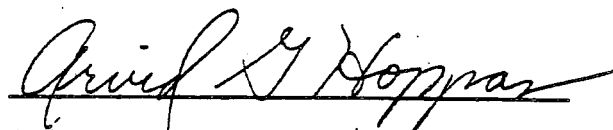
WHERE AS, bids were solicited for the construction of a 14.4/24.9 KV distribution line to serve these reservations.

WHERE AS, (4) Four bids were received, with Four State Electric Company, of Farmington, New Mexico being low bidder with a bid of \$986,223.47.

BE IT THEREFORE RESOLVED, that the bid of \$986,223.47, by Four States Electric Company be accepted by Mohave Electric Cooperative, Inc., this acceptance being subject to approval of administrator of the Rural Electrification Administration.

CERTIFICATION

I, Arvid G. Hoppas, Secretary of the Mohave Electric Cooperative, Inc., do hereby certify that the foregoing is a true and correct copy of the resolution passed at the March 10, 1981, meeting of the Board of Directors of the Mohave Electric Cooperative, Inc., of Mohave County, State of Arizona, held on this 10th day of March, 1981, as it appears in the minute book of the Cooperative and that it has not been rescinded or modified.

  
Arvid A. Hoppas, Secretary

(CORPORATE SEAL)



U.S. Department of Justice

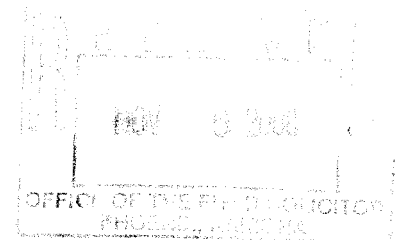
United States Attorney  
District of Arizona

Two Renaissance Square  
40 North Central, Suite 1200  
Phoenix, Arizona 85004-4408  
November 3, 2008

Phone: (602) 514-7748  
FAX: (602) 514-7760  
E-mail: Mark.Wenker@usdoj.gov

VIA HAND DELIVERY

Steve Hirsch  
Bryan Cave  
Two N. Central Avenue, #2200  
Phoenix, AZ 85004



RE: Mohave Electric; ACC docket no. E-01750A-05-0579

Dear Steve:

Enclosed is a copy of Leonard Gold's sur-rebuttal testimony.

Also enclosed is a copy of Mohave's bid and contract for construction of the line. I received excerpts of the bid and contract last Friday afternoon and the complete copy today, so I could not provide a copy sooner.

Please let me know if you have any questions.

Sincerely yours,

DIANE J. HUMETEWA  
United States Attorney  
District of Arizona

MARK WENKER  
Assistant United States Attorney

MW/  
Encl.

Letter to Steve Hirsch  
November 3, 2008  
Page 2

bcc: Cathy Wilson (w/ encl. & copy of sur-rebuttal)  
Wonsook Sprague (w/ encl. & copy of sur-rebuttal)  
Leonard Gold (w/ encl. & copy of sur-rebuttal)

BEFORE THE ARIZONA CORPORATION COMMISSION

MIKE GLEASON, CHAIRMAN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE

2008 SEP 19 P 2:19

AZ CORP COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE COMPLAINT  
OF THE BUREAU OF INDIAN AFFAIRS,  
UNITED STATES OF AMERICA,  
AGAINST MOHAVE ELECTRIC  
COOPERATIVE, INC. AS TO SERVICES  
TO THE HAVASUPAI AND  
HUALAPAI INDIAN RESERVATIONS

DOCKET NO. E-01750A-05-0579

BUREAU OF INDIAN AFFAIRS  
PREPARED DIRECT TESTIMONY OF  
JAMES C. WALKER

The Bureau of Indian Affairs ("BIA") submits the following prepared direct  
testimony of James C. Walker:

TABLE OF CONTENTS

I.	Introduction .....	1
II.	Use of Mohave's Electricity .....	2
III.	The BIA's Payment for Electricity .....	3
IV.	Repairs and Maintenance on the Line .....	4
V.	Mohave's Other Customers along the Line .....	8

I. Introduction

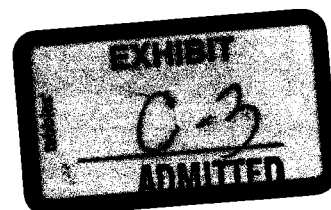
Q: Please state your name and business address.

A: My name is James C. Walker. I am the Facility Manager at Truxton  
Canon Agency, Bureau of Indian Affairs, United States Department of Interior, P.O. Box  
37, Valentine, Arizona, 86437.

Q: How long have you held your current position?

A: I've been a Facility Manager for about 8 years, since 2001. I've worked at  
Truxton Canon since 1994 in surveying and maintenance.

Q: What are your general duties as the Facility Manager?



1 A: My primary responsibility is the maintenance of all facilities under the  
2 jurisdiction of the Truxton Canon Agency.

3 Q: What is the purpose of your testimony in this proceeding?

4 A: As the Facility Manager, I am familiar with the 70-mile electric line from the  
5 Nelson Substation to Long Mesa (the "Line"). My duties as the Facility Manager include  
6 the supervision of the electricity service Mohave Electric Cooperative ("Mohave")  
7 provides to the BIA for use in the Havasupai Village within the Havasupai Indian  
8 Reservation in Arizona. I will discuss the following in my testimony:

- 9 • The BIA's use of Mohave's electricity.
- 10 • The BIA's payment for the electric service provided to the Havasupai Village.
- 11 • The repairs needed on the Line before and after Mohave attempted to abandon
- 12 the Line.
- 13 • Mohave's other customers along the Line.

14 **II. Use of Mohave's Electricity**

15 Q: How does Mohave provide electricity to the BIA at Long Mesa?

16 A: In about 1980 or so, the BIA contracted with Mohave for Mohave to  
17 construct, operate, and maintain the Line so it could deliver electric power from Nelson  
18 Substation to Long Mesa, which is located at the edge of the Grand Canyon, to send  
19 electricity down to the government facilities and people living in Havasupai Village. The  
20 Hualapai and Havasupai Tribes passed resolutions to allow the BIA to grant Mohave  
21 easements across their Reservations. Prior to Mohave's electric service, Havasupai  
22 Village generated electricity using diesel or gas-powered generators. There are no  
23 roads connecting Havasupai Village with other parts of Arizona. The only practical  
24 ways out of Havasupai Village are by traversing a winding, dirt trail on foot or on  
25 horseback up the wall of the canyon or by helicopter. It takes approximately 4 hours by  
26 walking or by riding a horse to complete the trip from Havasupai Village to exit the  
27  
28

1 canyon at a general location commonly referred to as "Hilltop." A helicopter trip can  
2 cost anywhere from \$1,200.00 - \$2,500.00 per trip.

3 Q: If the electricity is for use in the Village, why is the meter at Long Mesa?

4 A: I understand that Mohave contracted to have the meter at Long Mesa  
5 because the Village is too difficult to get to. As I said, it takes four hours by foot or  
6 horse, and a helicopter trip would be too expensive just to read the meters every month.

7 Q: How does the electricity get to the Havasupai Village?

8 A: From Mohave's Nelson substation a 24.9 kv line was installed that feeds  
9 Long Mesa approximately 70 miles away. From Long Mesa, an overhead electric line  
10 drops down in the canyon. This line is extended out to provide electricity to the Village.

11 Q: Who uses this electricity?

12 A: There are about 200 residents in the Village who use Mohave's electricity  
13 in their homes. There is also a BIA school and related facilities, government quarters  
14 for BIA teachers and law enforcement officers, a BIA detention facility, a BIA electrical  
15 system, and a BIA maintenance building. There is also a medical clinic that uses  
16 Mohave's electricity. Except for some emergency generators, the people living in the  
17 Village have no other source of electrical power other than the electricity Mohave sends  
18 over the Line.

19  
20 **III. The BIA's Payment for Electricity**

21 Q: Who pays for the electricity sent to Long Mesa?

22 A: By contract, Mohave sends the bill to the BIA Truxton Canyon Office. The  
23 BIA collects fees from the users of electricity in the Village based on their electric power  
24 usage indicated by individual meters within the Village. From 1982-1997, BIA received  
25 invoices from Mohave based on the meter readings at Long Mesa. In 1997, Mohave  
26 moved the meter from Long Mesa to the Nelson Substation. Mohave then started billing  
27 the BIA based on their readings at the Nelson Substation meter.

1 Q: For the electricity used in Havasupai Village, how does the BIA calculate  
2 the amount each user at the Village pays?

3 A: BIA hired a tribal member who lives in the Village to read the meters once  
4 a month. They are billed monthly.

5 Q: Once the BIA collects the money from the Village, where does the money  
6 go?

7 A: The money is put into an account until the BIA gets the bill from Mohave.  
8 Then, the BIA pays Mohave.

9 Q: Would you say the BIA is in the business of selling the electricity?

10 A: No, the BIA is not in the business of selling electricity. The BIA provides  
11 support to Native Americans. In this case, the BIA merely ensures electricity is  
12 available in the Village, collects the fees from the users of electricity, and pays Mohave.  
13 The BIA also calls in repair and maintenance requests as needed in the Village. The  
14 BIA helps the Havasupai this way because supporting Indian tribes is in the course of  
15 the BIA's business. For example, we've been very busy helping the Havasupai Tribe  
16 deal with the recent flooding in the Canyon, which damaged parts of Havasupai Village.  
17 Our job is to provide or arrange for whatever federal support the Havasupai Tribe needs  
18 at the Village. Of course, we can't provide every service by ourselves, so sometimes  
19 we use contracts or third parties to obtain services for the Tribe, as in the case with  
20 electric service.

#### 21 **IV. Repairs and Maintenance on the Line**

22 Q: How are maintenance and routine repairs handled on the Line?

23 A: To my knowledge, Mohave has not performed any routine maintenance on  
24 the 70-mile Line for the past few years. With regard to repairs, if I learn that there has  
25 been an outage along the Line, I call Mohave. Before Mohave will respond to the  
26 outage, Mohave requires a written confirmation from the BIA that it will pay for the  
27 repair.  
28

1 Q: Does the BIA provide maintenance on the Line?

2 A: No. We don't have an overhead lineman qualified to repair or maintain the  
3 Line, so we have to call Mohave. If something goes wrong from Long Mesa down to the  
4 Village or within the Village, we call Zeus Electric, UNS Electric or Sturgeon Electric to  
5 repair the outage.

6 Q: Who pays for the repair and maintenance needed on the Line?

7 A: The BIA. For several years, Mohave performed emergency and routine  
8 maintenance and repair on the Line, as provided for in the contract. At some point,  
9 Mohave stopped performing routine maintenance and repairs to the Line.

10 Q: How often were repairs needed on the Line?

11 A: I know that from February 15, 2006 to October 18, 2006, the flow of  
12 electricity over the Line was interrupted nineteen times. The outage periods are as  
13 follows: February 15, 2006; April 5, 2006; April 21, 2006; May 21, 2006; twice on May  
14 22, 2006; June 8, 2006; June 12, 2006; July 3, 2006; July 5, 1006; July 7, 2006; July 8,  
15 2006; July 11, 2006; July 19, 2006; July 26, 2006; August 3, 1006; August 16, 2006;  
16 August 18, 2006; and October 8, 2006. I arranged for repair on these occasions. For  
17 the October 8, 2006 interruption, I telephoned Mohave twice on October 9, 2006, and  
18 once on October 10, 2006, informed Mohave of the outage, and requested repair.  
19 Mohave personnel informed me that Mohave did not have anyone available to check  
20 the Line.

21 Q: How were these repair needs handled?

22 A: For the past few years, when there was an outage resulting from downed  
23 poles or similar problems along the Line, Mohave has made emergency repairs, but has  
24 required the BIA to agree in advance to pay Mohave for those repairs. The BIA made  
25 these payments because we had no choice but to get the Line repaired. Even with this  
26 prior authorization, the responses to repair requests have been delayed. For example,  
27 on Friday, July 7, 2006, electrical service to Havasupai Village was interrupted. I  
28

1 telephoned Mohave's dispatch office and informed Mohave there was no electrical  
2 power in Havasupai Village and there must be something wrong with the Line. I sent  
3 the payment authorization to repair the Line on that day. Shortly afterwards, Ron  
4 Driver, a Mohave employee, called me and informed me that the BIA had to be more  
5 specific in its authorization by saying that the BIA wanted Mohave to close the "re-  
6 closure" point on the Line, which needed to be done ensure to safety of other people  
7 that may be working on the line in the Village. I then faxed another document saying  
8 Mohave had permission to close the re-closure. On Saturday, July 8, 2006, Ron Driver  
9 told me Mohave had closed the re-closure and that everything was OK. I had to again  
10 call Mohave dispatch because there still was no power at Havasupai Village. Ron  
11 Driver called me back later to say the electrical line and one or two conductors were on  
12 the ground, a fire had resulted, and he thought lightning had hit a conductor on the pole.  
13 I told Mr. Driver that the poles and conductors would have to be replaced as soon as  
14 possible because power was still out at Havasupai Village. Mr. Driver told me that he  
15 would have to talk to Bob Motes, his supervisor, about making the necessary repairs on  
16 the Line. On Sunday, July 9, 2006, I called Mohave and again talked to Ron Driver. Mr.  
17 Driver said he would have to call me back because his supervisor had not been able to  
18 get in touch with his supervisor, Tom Longtin, and that I would have to call him back first  
19 thing on Monday, July 11, 2006. On Monday, Bob Motes called me and said Mohave  
20 could not repair the downed line and the burned pole because Mohave had problems to  
21 repair elsewhere. After that, I called Unisource to repair the downed line. Unisource  
22 repaired the problem the very next day. Mohave never did come out for the repair.

23  
24 Q: What kind of impact does Mohave's failure to quickly respond to repair  
25 needs have on Havasupai Village?

26 A: As stated before, Mohave's Line is the only source of electricity for  
27 Havasupai Village. I know that in the summer months, the temperatures in Havasupai  
28 Village sometimes exceed 100 degrees Fahrenheit. For example, on July 10, 2006,

1 when Mohave did not repair the line, it was approximately 107 degrees in Havasupai  
2 Village and there was no electricity to operate fans, evaporative coolers and  
3 refrigerators in the homes. Some individual residents use small generators to run fans  
4 and evaporative coolers, but these are inadequate and undependable for emergency  
5 use. Most residents do not have generators and thus are left to suffer the heat during  
6 the absence of electricity resulting from the problems with Mohave's Line. In addition to  
7 the dwellings in Havasupai Village requiring electricity, there is, among other facilities, a  
8 medical clinic that provides emergency medical service to residents of Havasupai  
9 Village. The clinic has some backup generators, but these generators are not reliable  
10 as they run out of fuel or can fail for mechanical or other reasons. The interruption of  
11 electricity resulting from problems on Mohave's Line endangers the health and safety of  
12 the residents of Havasupai Village.

13 Q: From 2003 to present, about how much has BIA paid to repair or maintain  
14 the Line?

15 A: \$125,851.33. Attached as Exhibit 1 are invoices for repairs to the Line  
16 from September 16, 2004 through June 3, 2008. As can be seen, Mohave primarily  
17 made repairs to the Line. However, on occasion Mohave could not make timely repairs  
18 so the BIA contacted Unisource Electric for repairs. Repairs or maintenance included  
19 replacing damaged fuses, replacing damaged poles, and trimming trees. Attached as  
20 Exhibit 2 is a spreadsheet that summarizes all the repair invoices.

21 Here are a couple of examples of repairs that the BIA had to pay for over the last  
22 five years. In September 2004, there was an outage. We called Mohave and they  
23 replaced damaged fuses on the Line near the BIA's fire observation tower. The BIA had  
24 to pay Mohave \$1,354.28 for that repair. In July, 2006, there was an outage on the  
25 Line. We called Mohave, who inspected the Line and found there was a downed pole  
26 by Camp 16. That's the Navajo ranch. As indicated in Mohave's July 17, 2006 invoice,  
27 the BIA had to pay Mohave \$3,840.98 for that repair. In certain areas trees were  
28

1 overhanging the Line and causing outages. Mohave hadn't trimmed the trees for years.  
2 So in July, 2007, the BIA paid Mohave over \$60,000 to trim the trees along the 70 mile  
3 Line. Last November, the BIA called Unisource on a couple of occasions to change  
4 insulators on switches, replace reclosers, repair or replace cross arms, and re-pull guy  
5 wires. Unisource sent the BIA three invoices dated December 4, 2007 for those repairs,  
6 totaling about \$5,800.

7 Q: Why do you think there have been so many outages and repair calls over  
8 the last five years?

9 A: I suspect it's because Mohave no longer performs regular inspections or  
10 maintenance on the Line. Some of the outages and repairs probably could have been  
11 avoided had routine maintenance been done.

12 **V. Mohave's Other Retail Customers on the Line**

13 Q: There are other meters along the Line between Nelson Substation and  
14 Long Mesa, correct?

15 A: Yes, there are about 12 other meters, in addition to the meter at Long  
16 Mesa.

17 Q: Do you know where these meters are located?

18 A: Yes, I don't have the exact locations but know approximately where the  
19 meters are located along the Line based on Mohave's description in its August 7, 2003  
20 letter to the BIA and the tribes (Exhibit 3) and having personally seen these meters  
21 along the Line. I've placed these meters on a map based that information. Exhibit 4 is  
22 an accurate representation of the meters' approximate locations.

23 Q: Starting with the Nelson Substation, what's the closest meter along the  
24 Line?

25 A: There are two that are close to the Nelson Substation. On the right side of  
26 Line is a meter that Mohave described as "cabin on Nelson Road," account #44561-  
27  
28

1 006. On the left side of the Line is a meter that Mohave describes as Hualapai Tribe  
2 Tank Well Pump, account #896-084. Both of these meters are south of Route 66.

3 Q: Who owns those accounts?

4 A: The cabin account currently belongs to Hualapai members, Brian and  
5 Patricia Cespooch. Before them, a family named Imus owned the cabin. The cabin is  
6 close to the Nelson Substation and is on the Hualapai Reservation. The Tank Well  
7 Pump account belongs to the Hualapai Tribe and also is on the Hualapai Reservation.

8 Q: What other accounts are along the Line?

9 A: The next meter along the Line is for Clay Bravo's house. Mr. Bravo is a  
10 member of the Hualapai Tribe and lives in his house, which is on the Hualapai  
11 Reservation. The Hualapai Tribe also has five other meters identified on the map as  
12 their Frazier Wells Pump (two meters), Fish Pond, Lake Pump, and Youth Camp. The  
13 BIA has meters for the Thornton Fire Tower and a radio repeater. In addition, Mohave  
14 also provides electricity to Diamond A Ranch or Camp 16, which is owned by the  
15 Navajo Tribe, and to Arizona Telephone Company, which is now called TDS. The TDS  
16 meter is located about, if not less than, a mile from Long Mesa. The meter that is  
17 closest to Long Mesa is the BIA's radio repeater meter.

18 Q: Who provides electric service to these accounts?

19 A: Mohave.

20 Q: Do you know how long these accounts have existed along the Line?

21 A: I don't know exactly when they started but they have been there ever  
22 since I started working for the BIA in 1994.

23 Q: Do these accounts still receive electricity from the Line?

24 A: As far as I know, they still do. No one has complained to me about not  
25 getting electricity. As I said, I drive along the Line as part of my job and the meters are  
26 still there and the facilities are still receiving electricity from the Line.

27 Q: Who pays for the electricity used by these accounts?

1           A:     Until Mohave moved the BIA's meter from Long Mesa to the Nelson  
2 Substation, the individual customers paid Mohave for their own electricity. Since  
3 Mohave moved the meter, the BIA has had to pay for all of the electricity used along the  
4 Line. To my knowledge, no one has been reading the individual meters or billing  
5 anyone for the electricity.

6           Q:     Was the BIA responsible for paying for electricity to these customers along  
7 the Line?

8           A:     The BIA was only responsible for paying for electricity used by the  
9 Thornton Fire Tower and the radio repeater, which belong to the BIA. The BIA had no  
10 responsibility for any other customers along the Line. Those customers got their  
11 electricity through Mohave and dealt with Mohave whenever they had problems with  
12 their electric service, at least until Mohave told them the Line belongs to the BIA.

13          Q:     So, the BIA had received separate invoices for electric usage at the  
14 Thornton Fire Tower or the radio repeater?

15          A:     Yes, we used to get separate invoices because these accounts were  
16 separate from the Long Mesa account. We no longer receive separate invoices for  
17 those accounts, though.

18          Q:     Do you know if the other customers along the Line are getting electric  
19 bills?

20          A:     I don't think so.

21          Q:     What do these other customers do now if there are problems with their  
22 electric service?

23          A:     They contact me and I call Mohave.

24          Q:     Who currently provides electricity to the customers along the Line and to  
25 the Havasupai Village?

26          A:     Mohave still provides electricity through the Line and bills the BIA for all  
27 the electricity used along the Line.  
28

1 Q: What would happen if Mohave were to stop providing electric service to  
2 the Line?

3 A: The customers along the Line, including the BIA, would have not have  
4 electricity, unless Mohave arranged for another utility company to take over the Line.  
5 The BIA can't operate or maintain the Line by itself. If BIA doesn't get electricity at Long  
6 Mesa, the entire Havasupai Village would be without commercial electricity and would  
7 have to go back to diesel or gas-powered generators, which have proven to be very  
8 inadequate to support the entire Village.

9 Q: Does this conclude your testimony?

10 A: Yes.  
11  
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21  
22  
23  
24  
25  
26  
27  
28

1  
2 Respectfully submitted this 19 day of September, 2008.

3 DIANE J. HUMETEWA  
4 United States Attorney  
5 District of Arizona

6 

7 MARK J. WENKER  
8 Assistant U.S. Attorney  
9 Attorneys for the Bureau of Indian Affairs

10 Original and 13 copies filed  
11 this 19th day of September, 2008, with:

12 Docket Control Division  
13 Arizona Corporation Commission  
14 1200 West Washington Street  
15 Phoenix, Arizona 85007

16 Copies delivered this  
17 19th day of September, 2008, to:

18 Teena Wolfe  
19 Administrative Law Judge, Hearing Division  
20 Arizona Corporation Commission  
21 1200 West Washington Street  
22 Phoenix, Arizona 85007

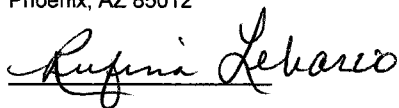
23 Janice Alward  
24 Legal Division  
25 Arizona Corporation Commission  
26 1200 West Washington Street  
27 Phoenix, Arizona 85007

28 Ernest Johnson  
Director, Utilities Division  
Arizona Corporation Division  
1200 West Washington Street  
Phoenix, Arizona 85007

Steven A. Hirsch  
Rodney Ott  
Bryan Cave  
Two N. Central Ave., Suite 2200  
Phoenix, AZ 85004-4406

Copy mailed this  
19th day of September, 2008, to:

Michael A. Curtis  
William P. Sullivan  
Curtis, Goodwin, Sullivan, Udall & Schwab  
501 East Thomas Road  
Phoenix, AZ 85012



# Exhibit 1



P.O. Box 1045, Bullhead City, AZ 86430

INVOICE

09/16/2004

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. CLINT WALKER  
P.O. BOX 37  
VALENTINE, AZ 86437

RECEIVED  
SEP 20 2004  
GIA Truxton Canon  
Valentine, AZ

DESCRIPTION

AMOUNT

TO REMOVE AND REPLACE  
DAMAGED ELECTRICAL FUSES  
AT THORNTON TOWER

\$ 1,354.28

WO# 2004-725

INVOICE TOTAL

\$ 1,354.28

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

OCTOBER 8, 2004

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT R. McNICHOLS;  
SUPERINTENDENT  
P.O. BOX 37  
VALENTINE, AZ 86437

RECEIVED  
Cert. Mail/Retn Rpt 7003 1010 0005 4519 1650  
OCT 12 2004 03:30 pm.  
BIA Truxton Canon  
Valentine, AZ  
Signed by Yana Robinson

DESCRIPTION:

AMOUNT

RESTORED SERVICE, AS REQUESTED, ON  
SEPTEMBER 28, 2004

\$1,363.14

WORK ORDER #2004-880

INVOICE TOTAL:

\$1,363.14

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

11/04/2004

**RECEIVED**

**NOV 08 2004**

**BIA Truxton Canon  
Valentine, AZ**

**BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437**

**DESCRIPTION**

**FOR SERVICES CONTRACTED  
ON OCTOBER 21 AND 22, 2004**

**AMOUNT**

**\$ 1,558.35**

**WO# 2004-949**

**INVOICE TOTAL**

**\$ 1,558.35**

**FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS**



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

11/04/2004

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437

RECEIVED  
NOV 08 2004  
BIA Truxton Canon  
Valentine, AZ

**DESCRIPTION**

FOR SERVICES CONTRACTED  
ON OCTOBER 28, 2004

**AMOUNT**

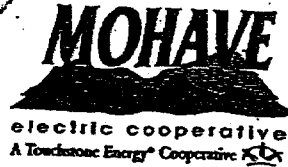
\$ 2,025.31

WO# 2004-964

INVOICE TOTAL

\$ 2,025.31

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

11/05/2004

**RECEIVED**

**NOV 08 2004**

**BIA Truxton Canon  
Valentine, AZ**

**BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437**

**DESCRIPTION**

**AMOUNT**

**FOR SERVICES CONTRACTED  
ON NOVEMBER 1, 2004**

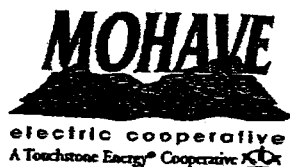
**\$ 1,211.71**

**WO# 2004-984**

**INVOICE TOTAL**

**\$ 1,211.71**

**FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS**



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

11/12/2004

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437

RECEIVED  
Cert. Mail 7003 1010 00054519651  
NOV 15 2004 @ 3:30 pm  
Rec'd by Tara Robbott  
BIA Truxton Canon  
Valentine, AZ

### DESCRIPTION

FOR SERVICES CONTRACTED  
ON NOVEMBER 7, 2004

### AMOUNT

\$ 3,587.98

WO# 2004-988

INVOICE TOTAL

\$ 3,587.98

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

11/17/2004

**RECEIVED**

**NOV 19 2004**

**BIA Truxton Canon  
Valentine, AZ**

**BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437**

**DESCRIPTION**

**AMOUNT**

**FOR SERVICES CONTRACTED  
ON NOVEMBER 8, 2004**

**\$ 1,319.41**

**WO# 2004-991**

**INVOICE TOTAL**

**\$ 1,319.41**

**FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS**



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

12/6/2004

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437

### DESCRIPTION

### AMOUNT

FOR SERVICES CONTRACTED  
ON NOVEMBER 19, 2004

\$ 2,418.13

WO# 04-01026

INVOICE TOTAL

\$ 2,418.13

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

12/6/2004

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437

### DESCRIPTION

### AMOUNT

FOR SERVICES CONTRACTED  
ON NOVEMBER 22, 2004

\$ 536.87

WO# 04-01027

INVOICE TOTAL

\$ 536.87

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

12/6/2004

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437

**DESCRIPTION**

**AMOUNT**

FOR SERVICES CONTRACTED  
ON NOVEMBER 24, 2004

\$ 1,045.87

WO# 04-01028

INVOICE TOTAL

\$ 1,045.87

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

12/6/2004

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. ROBERT MCNICHOLS  
P.O. BOX 37  
VALENTINE, AZ 86437

### DESCRIPTION

### AMOUNT

FOR SERVICES CONTRACTED  
ON NOVEMBER 29, 2004

\$ 1,017.16

WO# 04-01030

INVOICE TOTAL

\$ 1,017.16

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

CORRECTED INVOICE

6/7/2005

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. CLINT WALKER  
P.O. BOX 37  
VALENTINE, AZ 86437-0037

DESCRIPTION

AMOUNT

FOR SERVICES CONTRACTED  
ON MAY 5, 2005

\$ 844.67

WO# 2005-481

INVOICE TOTAL

\$ 844.67

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

**RECEIVED**

JUN 09 2005

BIA Truxton Canon  
Valentine, AZ



P.O. Box 1045, Bullhead City, AZ 86430

INVOICE

6/14/2005

BUREAU OF INDIAN AFFAIRS  
ATTN: MR. CLINT WALKER  
P.O. BOX 37  
VALENTINE, AZ 86437-0037

DESCRIPTION

AMOUNT

FOR SERVICES CONTRACTED  
ON JUNE 12, 2005

\$ 1,107.38

WO# 2005-599

INVOICE TOTAL

\$ 1,107.38

FINANCE CHARGE OF 1 ½% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

FEBRUARY 22, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
13067 East Highway 66  
P.O. Box 37  
Valentine, AZ 86437-0037

DESCRIPTION:

AMOUNT

FOR SERVICES CONTRACTED ON FEBRUARY 15, 2006  
AT SUPAI HIGHWAY, MILE POST 31.  
PATROLLED LINE AND RECLOSED BREAKER.

WORK ORDER #2006-178

\$1,062.09

INVOICE TOTAL:

\$1,062.09

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

APRIL 12, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

DESCRIPTION:

AMOUNT

FOR SERVICES CONTRACTED ON APRIL 5, 2006  
AT SUPAI HIGHWAY, MILE POST 31.  
PATROLLED LINE AND RECLOSED BREAKER.

WORK ORDER #2006-396

\$1,023.43

INVOICE TOTAL:

\$1,023.43

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

2



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

APRIL 18, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

DESCRIPTION:

AMOUNT

FOR SERVICES CONTRACTED ON APRIL 14, 2006  
AT SUPAI HIGHWAY, MILE POST 31.  
RECLOSED BREAKER.

WORK ORDER #2006-427

\$974.14

INVOICE TOTAL:

\$974.14

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

3



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

MAY 23, 2006

RECEIVED  
MAY 25 2006  
BIA Truxton Canon  
Valentine AZ

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

**DESCRIPTION:****AMOUNT**

FOR SERVICES CONTRACTED ON MAY 21, 2006  
AT SUPAI HIGHWAY, MILE POST 31.  
RECLOSED BREAKER AND PATROLLED LINE.

WORK ORDER #2006-524

\$1,705.49

INVOICE TOTAL:

\$1,705.49

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

5



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

MAY 25, 2006

RECEIVED

MAY 2 2006

James E. Williams

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

**DESCRIPTION:**

**AMOUNT**

FOR SERVICES CONTRACTED ON MAY 22, 2006  
AT SUPAI HIGHWAY, NORTH OF ROUTE 66.  
CLOSED IN RECLOSER AND CHECKED VOLTAGE.

WORK ORDER #2006-528

INVOICE TOTAL:

\$1,169.60

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

4



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

JUNE 16, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

DESCRIPTION:

AMOUNT

FOR SERVICES CONTRACTED ON JUNE 7, 2006.  
CLOSED IN RECLOSER AND CHECKED VOLTAGE.

WORK ORDER #2006-626

INVOICE TOTAL:

\$1,184.98

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

8



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

JUNE 16, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

**DESCRIPTION:**

**AMOUNT**

FOR SERVICES CONTRACTED ON JUNE 8, 2006, AT  
SUPAI HIGHWAY, MILE POST 32. CLOSED IN RECLOSER  
AND PATROLLED LINE.

WORK ORDER #2006-627

INVOICE TOTAL:

\$1,680.44

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

JUNE 16, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

DESCRIPTION:

AMOUNT

FOR SERVICES CONTRACTED ON JUNE 8, 2006, AT  
SUPAI HIGHWAY, MILE POST 32. BYPASSED THE RECLOSER.

WORK ORDER #2006-628

INVOICE TOTAL:

\$617.06

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

4



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

JUNE 16, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

### DESCRIPTION:

### AMOUNT

FOR SERVICES CONTRACTED ON JUNE 12, 2006.  
OPENED SWITCH 5 MILES INTO LONG MESA RD.,  
#5 FROM THE SUB. CLOSED RECLOSER AT NELSON SUB  
AND ENERGIZED THE LINE TO THE SWITCH.

WORK ORDER #2006-657

INVOICE TOTAL:

\$933.53

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

6



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

JULY 14, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

### DESCRIPTION:

### AMOUNT

FOR SERVICES CONTRACTED ON JULY 5, 2006.  
RE-ENERGIZED LINE TO LONG MESA.

WORK ORDER #2006-746

INVOICE TOTAL:

\$629.52

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

10



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

JULY 14, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

### DESCRIPTION:

### AMOUNT

FOR SERVICES CONTRACTED ON JULY 7, 2006.  
POWER OUT TO THORTON TOWER AND THE  
FISH HATCHERY.

1ST TRIP - REPLACED FUSE AT THORTON TOWER  
AND PATROLLED LINE.

2ND TRIP - CLOSED IN RECLOSER AT NELSON SUB.

WORK ORDER #2006-744

INVOICE TOTAL:

\$1,452.17

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

//



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

JULY 17, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

### DESCRIPTION:

### AMOUNT

FOR SERVICES CONTRACTED ON JULY 8, 2006.  
CLOSED IN AT NELSON SUB, PATROLLED LINE.  
FOUND DOWNED POLE IN FRONT OF CAMP 16.

WORK ORDER #2006-745

INVOICE TOTAL:

\$3,840.98

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

13



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

JULY 18, 2006

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

DESCRIPTION:

AMOUNT

FOR SERVICES CONTRACTED ON JULY 3, 2006.  
TEST CLOSED RECLOSER FOR FISH HATCHERY  
AT INDIAN 18.

WORK ORDER #2006-750

INVOICE TOTAL:

\$416.45

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

12

2498 Airway Avenue  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.681.4100

**UniSource Energy**  
**SERVICES**

I N V O I C E



August 1, 2007

Bureau of Indian Affairs  
Attn: Clint Walker  
PO Box 37  
Valentine, AZ 86437

Billing for services rendered at the request of Clint Walker to repair power line @ milepost 18 on 7/16/07.

MATERIALS:	\$ 68.28
MATERIALS TAX:	5.36
LABOR:	
4 employees working a total of 41 man hours	\$ 3,575.21
VEHICLE EQUIPMENT USAGE:	\$ 3,711.28
 TOTAL AMOUNT DUE:	 \$ 7,360.13

To insure proper credit, please return invoice copy with your payment to:

UniSource Energy Services  
Attn: Missy Grasser  
PO Box 3099  
Kingman, AZ 86402

08/07/2008 16:31 FAX 928 769 2444  
500 [9909 ON XH/X1] 08:21 NOW 8002/82/80

030/047

14:01 FAX 928 769 2444

003/005

2498 Airway Avenue  
PO Box 3099  
Kingman, Arizona 86402-3099  
(928) 831-1000

**UniSource**  
**SERVICES**

# INVOICE

August 11, 2006

Bureau of Indian Affairs  
PO Box 37  
Valentine, AZ 86437

At the request of Clint Walker, UniSource Energy crews were dispatched to Frazier's well site and Thorton's Tower, to check fuses on July 19, 2006.

## LABOR:

Two employees working	
8 over-time hours	\$1262.21

VEHICLE EQUIPMENT USAGE:	127.31
--------------------------	--------

TOTAL AMOUNT DUE:	\$1389.52
-------------------	-----------

To insure proper credit, please return invoice copy with your payment to:

Unisource Energy Services  
PO Box 3099  
Kingman, AZ 86402  
Attn: Angy Becker

15

08/07/2008 16:31 FAX 928 769 2444  
000019909 ON XH/X11 48:11 NOW 9002/82/80

031/047

14:01 FAX 928 769 2444

002/005

2000 Airway Avenue  
PO Box 3099  
Kingman, Arizona 86402-3099  
928-769-1100

**UniSource**  
**SERVICES**

## INVOICE

August 11, 2006

Bureau of Indian Affairs  
PO Box 37  
Valentine, AZ 86437

At the request of Clint Walker, UniSource Energy crew was sent to Long Mesa to Change out a damaged pole that supports service to the Supai Village on July 11, 2006.

### LABOR:

Six employees working	
48 regular hours	
and 24 over-time hours	\$6497.11

VEHICLE EQUIPMENT USAGE:	280.86
--------------------------	--------

### MATERIALS:

1 - 45' Pole	\$ 522.53
1 - 10' Fiber glass arm	204.57
4 - crossarm pins	13.10
5 - pin type insulators	103.33
2 - ridge pins	15.73
5 - 5/8" X 12" machine bolts	6.56
6 - 1/0 top ties	7.87
2 - 1/0 auto splices	13.10
2 - spool ties	2.62
1 - clevis	1.31
1000' - ACSR wire	222.79

TOTAL MATERIALS:	\$1113.51
------------------	-----------

MATERIALS TAX:	84.63
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TOTAL AMOUNT DUE:	\$7976.11
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08/07/2008 16:32 FAX 928 769 2444

032/047

900 [9509 ON XH/X1] 18:21 NOW 9002/82/80

14:01 FAX 928 769 2444

004/005

2408 Airway Avenue  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.769.4100

**UniSource Energy**  
**SERVICES**

## I N V O I C E

August 11, 2006

Bureau of Indian Affairs  
PO Box 37  
Valentine, AZ 86437

At the request of Clint Walker, UniSource Energy crews were dispatched to Thorton Tower to refuse primary on July 26, 2006.

### LABOR:

Two employees working  
7 over-time hours

\$748.91

### VEHICLE EQUIPMENT USAGE:

64.73

### TOTAL AMOUNT DUE:

\$813.64

To insure proper credit, please return invoice copy with your payment to:

Unisource Energy Services  
PO Box 3099  
Kingman, AZ 86402  
Attn: Ancy Becker

08/07/2008 16:32 FAX 928 769 2444  
100 [8909 ON XR/XI] 48:11 NOM 900Z/8Z/80

033/047

14:02 FAX 928 769 2444

005/003

208 Valley Avenue  
PO Box 3099  
Kingman, Arizona 86402-3099  
928 769 2444

**UniSource Energy  
SERVICES**

## I N V O I C E

August 11, 2006

Bureau of Indian Affairs  
PO Box 37  
Valentine, AZ 86437

UniSource Energy crews were called out to refuse a line at Thorton Tower  
on August 3, 2006.

### LABOR:

Two employees working	
7 over-time hours	\$1104.44

VEHICLE EQUIPMENT USAGE:	95.48
--------------------------	-------

TOTAL AMOUNT DUE:	\$1199.92
-------------------	-----------

To insure proper credit, please return invoice copy with your payment to:

Unisource Energy Services  
PO Box 3099  
Kingman, AZ 86402  
Attn: Angy Becker

17

08/07/2008 16:32 FAX 928 769 2444  
800 [9509 ON XH/XI] 48:11 NOW 900Z/8Z/80

034/047

08/21/2006 14:39 FAX 928 769 2444

002/002

2498 Airway Avenue  
PO Box 3099  
Kingman, Arizona 86402-3099  
928 681 4100

**UniSource Energy Services**

**I N V O I C E**

August 18, 2006

**RECEIVED**

Bureau of Indian Affairs  
PO Box 37  
Valentine, AZ 86437  
Attn: Clint Walker

AUG 21 2006  
BIA Truxton Canon  
Valentine, AZ

At the request of Clint Walker, UniSource Energy repaired electric line at Camp 16 area, on August 14, 2006.

**MATERIALS:**

2	- 1/0 auto splices	\$ 28.42
10'	- 1/0 primary	2.22
1	- ridge pin	5.70
1	- pin type insulator	16.97
2	- cross arm braces	16.20
2	- 10" 5/8 machine bolts	2.02
4	- 14" 1/2 machine bolts	4.51

**TOTAL MATERIALS:** \$ 76.04


**LABOR:** 4 employees working  
18 regular hours and  
20 over-time hours 3738.63

**VEHICLE EQUIPMENT USAGE:** 377.08  
**MATERIALS TAX:** 5.78

**TOTAL AMOUNT DUE:** \$ 4197.53

To insure proper credit, please return invoice copy with your payment to:

UniSource Energy Services  
PO Box 3099  
Kingman, AZ 86402  
Attn: Angy Becker

 **RECEIVED**  
AUG 21 2006  
BIA Truxton Canon  
Valentine, AZ



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

MARCH 22, 2007

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

**DESCRIPTION:**

**AMOUNT**

FOR SERVICES CONTRACTED ON MARCH 13, 2007.  
THORTON TOWER, RECLOSE FUSE SWITCH.

WORK ORDER #2007-273

INVOICE TOTAL: \$840.43

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

C.I.  
TD

P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

APRIL 3, 2007

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

DESCRIPTION:AMOUNT

FOR SERVICES CONTRACTED ON MARCH 24, 2007.  
HIGHWAY 66, MILE POST 29

WORK ORDER #2007-318

*Closecl Reelousure*

INVOICE TOTAL:

\$1,523.54

I, certify to the best of my knowledge that goods/services shown on this invoice have been received/performed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against Contract Number: SMH00040033Accounting Code: Check NO. 34 B. Pordy

Accounting Code: \_\_\_\_\_

Line Number: 017 \$ 1,523.54 Partial/Final Paid by: WRO/AgencyLine Number: Fee \$ 28.94 Partial/Final Paid by: WRO/AgencyClint Walker 4-10-2007

Signature/Title/Date

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

9H08100026D

**PAID** *emailed out*  
4/24/07

AD CITY, AZ 86430-1045

1 (18% APR)  
UNITS



## ACCOUNTS RECEIVABLE

P.O. Box 1045, Bullhead City, Arizona 86430-1045 928/763-4115

## I N V O I C E

8288 +

OFFICIAL  
INVOICES RECEIVED

07-13-2007

BUREAU OF INDIAN AFFAIRS  
ATTN: JAMES WILLIAMS  
PO BOX 37  
VALENTINE, AZ

86437

SEP 05 2007

570-001

Billing Office  
Accounting Management

TERMS-NET 30 DAYS

DESC	QTY	U/M	PRICE	TOTAL
ASPLUNDH BILLING TO BIA FOR TREE TRIMMING AND BRUSH CLEARING ON BIA RIGHT OF WAY.			62644.32	62644.32

INVOICE TOTAL

62644.32

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

I certify to the best of my knowledge that goods/services shown on this invoice have been received/performed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against purchase order # 5M H00040033 PARTIAL FINAL / inc 018  
or will be paid against government credit card

Signature Clint Walker Date 9-7-2007 Title/Branch FAC. mgmt.

INVOICE NUMBER 8288  
INVOICE DATE 07-13-2007

570-001

ACCOUNT BALANCE 62644.32

BUREAU OF INDIAN AFFAIRS  
ATTN: JAMES WILLIAMS  
PO BOX 37  
VALENTINE, AZ 86437

2498 Airway Avenue  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.681.4100

**UniSource Energy**  
**SERVICES**

Revised- Invoice



September 12, 2007

Bureau of Indian Affairs  
Attn: Clint Walker  
PO Box 37  
Valentine, AZ 86437

Billing for services rendered at the request of Clint Walker to  
repair power line @ milepost 18 on 7/16/07.

**MATERIALS:** \$ 68.28

**MATERIALS TAX:** 5.36

**LABOR:**

4 employees working a total of  
41 man hours \$ 1,628.08

**TOTAL AMOUNT DUE:** \$ 1,701.72

To insure proper credit, please return invoice copy with your  
payment to:

UniSource Energy Services  
Attn: Missy Grasser  
PO Box 3099  
Kingman, AZ 86402



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

SEPTEMBER 14, 2007

Bureau of Indian Affairs  
Office of the Superintendent  
Attn: Mr. James E. Williams; Superintendent  
P.O. Box 37  
13067 East Highway 66  
Valentine, AZ 86437-0037

**DESCRIPTION:****AMOUNT**

FOR SERVICES CONTRACTED ON SEPTEMBER 2, 2007.  
SUPAI HIGHWAY, MILE POST 36

WORK ORDER #2007-810

INVOICE TOTAL:

\$2,260.46

I, certify to the best of my knowledge that goods/services shown on this invoice have been received/performed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against Contract Number: SMH00040033

Accounting Code: \_\_\_\_\_

Accounting Code: \_\_\_\_\_

Line Number: 019 \$ 2,260.46 Partial/Final Paid by: WRO/Agency

Line Number: \_\_\_\_\_ \$ \_\_\_\_\_ Partial/Final Paid by: WRO/Agency

Signature/Title/Date

Initials: 9/21/07

Initials: \_\_\_\_\_

**PAID** & Mailed out  
9/21/07 Ck No. 355:  
B. Pouskey

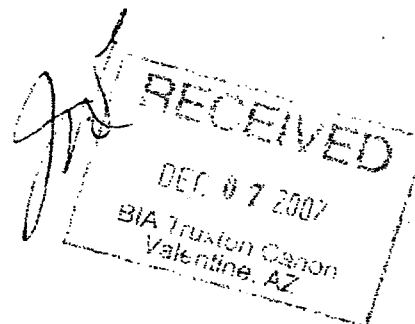
AD CITY, AZ 86430-1045

1 (18% APR)  
DUNTS

2498 Airway Avenue,  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.681.8913

**UniSourceEnergy**  
**SERVICES**

Invoice



December 4, 2007

Bureau of Indian Affairs  
Attn: Clint Walker  
PO Box 37  
Valentine, AZ 86437

Billing for work done at the request of Clint Walker to replace recloser and labor on 11/16/07.

**LABOR:**

3 employees working a total of  
15 man hours

\$ 1,260.57

**3 Vehicles**

\$ 1,172.32

**TOTAL AMOUNT DUE:**

\$ 2,432.89

To insure proper credit, please return invoice copy with your payment to:

UniSource Energy Services  
Attn: Missy Grasser  
PO Box 3099  
Kingman, AZ 86402

**P A I D**

12/14/07 Emailed out to [signature]

I, certify to the best of my knowledge that goods/services shown on this invoice have been received/performed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against Contract Number: \_\_\_\_\_

Accounting Code: \_\_\_\_\_

Accounting Code: H68101-08-09-A 3210 - 25.9A

Line Number: A3210 \$ 2432.89 Partial/Final Paid by: WRO/Agency

Line Number: check fee \$ 40.22 Partial/Final Paid by: WRO/Agency

Clint Walker 12-10-07

Signature/Title/Date

Initials: 12/13/07

Initials: \_\_\_\_\_

8H68100015A

2498 Airway Avenue  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.681.8913

**UniSourceEnergy**  
**SERVICES**

## Invoice

December 4, 2007

Bureau of Indian Affairs  
Attn: Clint Walker  
PO Box 37  
Valentine, AZ 86437

Billing for services rendered at the request of Clint Walker to change insulators on switch, repair cross arms and re-pull guy wire. Work performed on 11/20/07.

**MATERIALS:**

\$ 591.32

**MATERIALS TAX:**

46.42

**LABOR:**

1 employee working a total of  
7.5 man hours

\$ 759.35

**1 Vehicle**

\$ 235.37

**TOTAL AMOUNT DUE:**

\$ 1,632.46

To insure proper credit, please return invoice copy with your payment to:

UniSource Energy Services  
Attn: Missy Grasser  
PO Box 3099  
Kingman, AZ 86402

**PAID**

12/21/07

Emailed to  
Wick. no. 381-B. Powsky

I certify to the best of my knowledge that goods/services shown on this invoice have been received/performed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against Contract Number:

Accounting Code: H69101-20082009-A3210-25.4A

Accounting Code:

Line Number: A3210 \$ 1632.46Partial/Final Paid by: WRO/AgencyLine Number: Check fee \$ 31.02Partial/Final Paid by: WRO/Agency

Signature/Title/Date

Initials: 12/21/07

Initials:

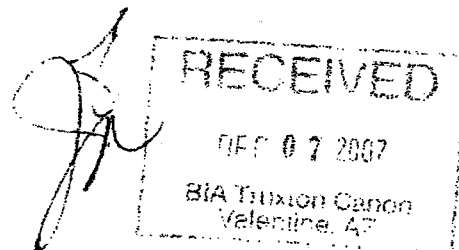
8H68100015C

08/07/2008 16:34 FAX 928 769 2444

2498 Airway Avenue,  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.681.8913

**UniSourceEnergy**  
**SERVICES**

Invoice



December 4, 2007

Bureau of Indian Affairs  
Attn: Clint Walker  
PO Box 37  
Valentine, AZ 86437

Billing for remainder of work done at the request of Clint Walker to change insulators on switch, repair cross arms and re-pull guy wire. Work performed on 11/20/07.

**LABOR:**

2 employees working a total of  
15 man hours

\$ 1,131.52

2 Vehicles

\$ 701.59

**TOTAL AMOUNT DUE:**

\$ 1,833.11

To insure proper credit, please return invoice copy with your payment to:

UniSource Energy Services  
Attn: Missy Grasser  
PO Box 3099  
Kingman, AZ 86402

**PAID**  
12/10/08

*Emailed not  
Ctno. 384: B Powskey*

I, certify to the best of my knowledge that goods/services shown on this invoice have been received/performed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against Contract Number: \_\_\_\_\_

Accounting Code: H68101-20082009-A3210-25.4A

Accounting Code: \_\_\_\_\_

Line Number: A3210 \$ 1,833.11

Partial/Final Paid by: WRO/Agency

Line Number: Check fee \$ 34.83

Partial/Final Paid by: WRO/Agency

Clint Walker 12-18-2007

Signature/Title/Date

Initials: 12-18-07

Initials: \_\_\_\_\_

8H68100015B

2498 Airway Avenue  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.681.8913

**UniSourceEnergy**  
**SERVICES**

Invoice #08-01118

January 23, 2008

Bureau of Indian Affairs  
Attn: Clint Walker  
PO Box 37  
Valentine, AZ 86437

Billing for work done at the request of Clint Walker to Patrol  
Suapai Line, take recloser off line & close switch on 1/7/08.

**LABOR:**

2 employees working a total of  
21 man hours

\$2,340.22

**TOTAL AMOUNT DUE:**

\$2,340.22

To insure proper credit, please return invoice copy with your  
payment to:

UniSource Energy Services  
Attn: Missy Grasser  
PO Box 3099  
Kingman, AZ 86402

**PAID**

5/14/08

I, certify to the best of my knowledge that goods/services shown on this invoice have been received/per-  
formed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against Contract Number: \_\_\_\_\_

Accounting Code: 468101-20082009-A3210-25.4A

Accounting Code: \_\_\_\_\_

Line Number: 2340.22 Partial/Final Paid by: WRO/AgencyLine Number: 44.40 Partial/Final Paid by: WRO/Agency

Signature/Title/Date

Initials: 2-11-08

Initials: \_\_\_\_\_

8/16/2008

2498 Airway Avenue RIB  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.681.8913

**UniSource Energy  
SERVICES**

Invoice #08-01117

RECEIVED  
FEB 23 2008  
DEPARTMENT OF THE ARMY  
VALLEJO, CA

January 23, 2008

Bureau of Indian Affairs  
Attn: Clint Walker  
PO Box 37  
Valentine, AZ 86437

Billing for work done at the request of Clint Walker to Patrol  
circuit 5018-5019.

**LABOR:**

2 employees working a total of  
5 man hours

\$ 557.20

**TOTAL AMOUNT DUE:**

\$ 557.20

To insure proper credit, please return invoice copy with your  
payment to:

UniSource Energy Services  
Attn: Missy Grasser  
PO Box 3099  
Kingman, AZ 86402

I, certify to the best of my knowledge that goods/services shown on this invoice have been received/per-  
formed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against Contract Number: \_\_\_\_\_

Accounting Code: SHW8101-70081007-13210-254A

Accounting Code: \_\_\_\_\_

Line Number: \_\_\_\_\_ \$ 557.20 Partial/Final Paid by: WRO/Agency

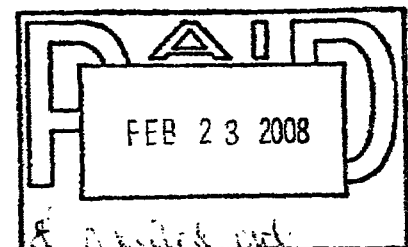
Line Number: \_\_\_\_\_ \$ \_\_\_\_\_ Partial/Final Paid by: WRO/Agency

Clint Walker 2-19-2008  
Signature/Title/Date

Initials: 2/22/08

Initials: \_\_\_\_\_

SHW8100015E



CR NO. 395 B Pawsky

2498 Airway Avenue  
P.O. Box 3099  
Kingman, Arizona 86402-3099  
928.681.8913

**UniSourceEnergy**  
**SERVICES**

Invoice #08-03108

March 11, 2008

Bureau of Indian Affairs  
Attn: Clint Walker  
PO Box 37  
Valentine, AZ 86437

Billing for work done at the request of Clint Walker, to patrol  
power line on 2/25/08.

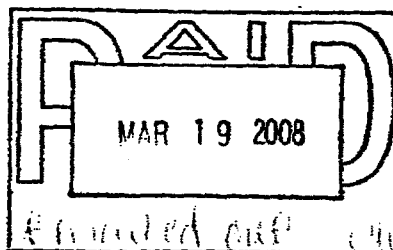
**LABOR:**

2 employees working a  
total of 10.5 man hours

\$2,340.22

To insure proper credit, please return invoice copy with your  
payment to:

UniSource Energy Services  
Attn: Missy Grasser  
PO Box 3099  
Kingman, AZ 86402



I, certify to the best of my knowledge that goods/services shown on this invoice have been received/per-  
formed on behalf of the U.S. Government and give full concurrence for payment approval.

Process payment against Contract Number: \_\_\_\_\_

Accounting Code: H68101-0809-A3210-25.4A

Accounting Code: \_\_\_\_\_

Line Number: 2340.22 Partial/Final Paid by: WRO/AgencyLine Number: 44.46 Partial/Final Paid by: WRO/AgencyClint Walker 3-19-2008

Signature/Title/Date

Initials: 3/19/08

Initials: \_\_\_\_\_

SHAWKCCC15F



P.O. Box 1045, Bullhead City, AZ 86430

## INVOICE

MAY 19, 2008

I certify to the best of my knowledge that goods/services shown on this invoice have been received/performed on behalf of the U.S. Government and give full concurrence for payment approval

Process payment against purchase order #  
SM H01080029

PARTIAL ☒ FINAL ☐

Or will be paid against government credit card

Signature

Date 5-29-2008

Title/Branch

FAC. mgmt.

BUREAU OF INDIAN AFFAIRS  
OFFICE OF THE SUPERINTENDENT  
ATTN: MR. JAMES E. WILLIAMS; SUPERINTENDENT  
P.O. BOX 37  
13067 EAST HIGHWAY 66  
VALENTINE, AZ 86437-0037

### DESCRIPTION:

### AMOUNT

FOR SERVICES CONTRACTED ON MAY 13, 2008 TO  
RESTORE ELECTRICAL FACILITIES TO SUPAI VILLAGE

\$4,664.04

WORK ORDER #2008-300

INVOICE TOTAL:

\$4,664.04

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS



P.O. Box 1045, Bullhead City, AZ 86430

**INVOICE**

JUNE 3, 2008

MOHAVE  
ELECTRIC COOPERATIVE  
Bullhead City, AZ 86430  
Billing Office  
Accounting Manager

BUREAU OF INDIAN AFFAIRS  
MS. EUNICE CLAH-NETSON  
BIAWRO/DIVISION OF ACCOUNTING OPERATIONS  
400 N. 5TH ST., TWO ARIZONA CENTER, 12TH FLOOR  
PHOENIX, AZ 85004

I certify to the best of my knowledge that goods/services shown on this invoice have been received/performed on behalf of the U.S. Government and give full concurrence for payment approval

Process payment against purchase order # SO1101080002 Line 001  
PARTIAL ☒ FINAL ☐  
Or will be paid against government credit card \_\_\_\_\_

Signature Clint Williams  
Date 6-10-08  
Title/Branch FAC. MGMT.

DESCRIPTION:	AMOUNT
FOR SERVICES CONTRACTED ON MAY 29, 2008 TO RESTORE ELECTRICAL FACILITIES TO SUPAI FISH HATCHERY.	\$1,453.99

WORK ORDER #2008-328

SEE ATTACHED AUTHORIZATION FROM JAMES WILLIAMS; SUPERINTENDENT

INVOICE TOTAL: \$1,453.99

TERMS-NET 30 DAYS

REMIT PAYMENT IN FULL TO: P.O. BOX 1045 BULLHEAD CITY, AZ 86430-1045

FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR)  
WILL BE ADDED TO PAST DUE ACCOUNTS

# Exhibit 2

Repair Expenses  
FY-2004 -8/4/2008  
All companies  
70 Mile Overhead Line

Vendor	Description	Date	Dollar Amount
Mohave Electric	Replace fuses at Thorton Tower	9/16/2004	\$1,354.28
Mohave Electric	Restored Power	10/8/2004	\$1,363.14
Mohave Electric	Restored Power	11/4/2004	\$1,558.35
Mohave Electric	Restored Power	11/4/2004	\$2,025.31
Mohave Electric	Restored Power	11/5/2004	\$1,211.71
Mohave Electric	Restored Power	11/12/2004	\$3,587.98
Mohave Electric	Restored Power	11/17/2004	\$1,319.41
Mohave Electric	Restored Power	12/6/2004	\$2,418.13
Mohave Electric	Restored Power	12/6/2004	\$536.87
Mohave Electric	Restored Power	12/6/2004	\$1,045.87
Mohave Electric	Restored Power	12/6/2004	\$1,017.16
Mohave Electric	Restored Power	6/7/2005	\$844.67
Mohave Electric	Restored Power	6/14/2005	\$1,107.38
Mohave Electric	Reclosed Breaker	2/22/2006	\$1,062.09
Mohave Electric	Reclosed Breaker	4/12/2006	\$1,023.43
Mohave Electric	Reclosed Breaker	4/18/2006	\$974.14
Mohave Electric	Reclosed Breaker	5/23/2006	\$1,705.49
Mohave Electric	Reclosed Breaker	5/25/2006	\$1,169.60
Mohave Electric	Closed in Reclosure	6/16/2006	\$1,184.98
Mohave Electric	Reclosed Breaker	6/16/2006	\$1,680.44
Mohave Electric	Bypassed Recloser	6/16/2006	\$617.06
Mohave Electric	Opened Switch	6/16/2006	\$933.53
Mohave Electric	No power at Thorton and Fish Hatchery	7/14/2006	\$1,452.17
Mohave Electric	Authorization to close swithc	7/14/2006	\$629.52
Mohave Electric	Patrolled line and closed switch at Nelson	7/17/2006	\$3,840.98
Mohave Electric	Supai - No Power	7/18/2006	\$416.45
Unisource Electric	Repair power line	8/1/2006	\$7,360.13
Unisource Electric	Replace fuses at Thorton Tower	8/11/2006	\$1,389.52
Unisource Electric	Replace pole and conductors	8/11/2006	\$7,976.11
Unisource Electric	Refuse Primary	8/11/2006	\$813.64
Unisource Electric	Refuse Primary	8/11/2006	\$1,199.92
Unisource Electric	Repair power line	8/18/2006	\$4,197.53
Mohave Electric	Reclosed fuse switch	3/22/2007	\$840.43
Mohave Electric	Closed in Reclosure	4/3/2007	\$1,523.54
Mohave Electric	Trim Trees	7/13/2007	\$62,644.32
Unisource Electric	Repair power line	9/12/2007	\$1,701.72
Mohave Electric	Restore electric	9/14/2007	\$2,260.46
Unisource Electric	Replace recloser	12/4/2007	\$2,432.89
Unisource Electric	Repair crossarms, insulators and guy wire	12/4/2007	\$1,632.46
Unisource Electric	Repair crossarms, insulators and guy wire	12/4/2007	\$1,833.11
Unisource Electric	Patrol line to Supai	1/23/2008	\$2,340.22
Unisource Electric	Patrol line to Supai	1/23/2008	\$557.20
Unisource Electric	Patrol line to Supai	3/11/2008	\$2,340.22
Mohave Electric	Restore electric	5/19/2008	\$4,664.04
Mohave Electric	Fuse at fish hatchery	6/3/2008	\$1,453.99
Total			\$125,851.33

# Exhibit 3

# MOHAVE

electric cooperative

P.O. Box 1045, Bullhead City, Arizona 86430

*Mythical*  
8/18/03

August 7, 2003

Ms. Louise Benson, Chairperson  
Hualapai Nation  
Post Office Box 179  
Peach Springs, Arizona 86434

Mr. Don Watahomigie, Chairman  
Havasupai Nation  
Post Office Box 10  
Supai, Arizona 86435

Mr. Robert R. McNichols, Superintendent  
Bureau of Indian Affairs  
Truxton Canyon Agency  
Post Office Box 37  
Valentine, Arizona 86437

RECEIVED  
AUG 10 2003  
BIA Truxton Canon  
Valentine, AZ

Re: Description of Counts and Properties Transferred to Joint Ownerships

Dear Ladies and Gentlemen:

The following is a description of the accounts and facilities that are now owned by your entities, as your interests may be established.

The attached listings sets forth the account numbers, the name, the location, the description of the facility, the serial number and the meter number.

Very truly yours,  
Mohave Electric Cooperative

By *[Signature]*  
General Counsel

Enclosure: Complete List of Accounts, Facilities, and Identification of Facilities;  
Copy of Quit Claim Deed

cc: Mohave Electric Cooperative (w/o Enclosure)

Account # 63626-000  
Arizona Telephone Company  
500' South Havasupai Tribal Electric System  
near 8th pole South of H-Frame  
Long Mesa Tower  
Allis Chalmers 15 Kva  
S/N# 3800523  
Meter # 87476817

Account # 44567-003  
Diamond A Ranch  
Camp 16 Supai Line  
Ermeo 15 Kva  
S/N# 59907005790  
Meter # 96866745

Account # 29740-001  
Department of Interior  
Fire Tower - Supai Road  
Thorton Tower  
Westinghouse 15 Kva  
S/N# 83A440266  
Meter # 86549384

Account # 896-084  
Hualapai Tribal Council  
Hunters Building - Youth Camp  
15 Kva (Plate missing)  
Meter # 95245102

Account # 896-084  
Hualapai Tribal Council  
Lake Circulation Pump  
Youth Camp Pond  
B & B 10 Kva  
S/N# 86NH104-026  
Meter # 88058929

Account # 896-060  
Hualapai Tribal Council  
Frazier Wells Pump  
Well #1  
Howard 15 Kva  
S/N# 92244-4484  
Westinghouse 15 Kva  
S/N# 81A271882  
Meter # 93703033

Account # 896-073  
Hualapai Tribal Council  
Frazier Wells Pump 2  
Well # 2  
Ermco 15 Kva  
S/N# 3924931238  
Ermco 15 Kva  
S/N# 3924931233  
Ermco 15 Kva  
S/N# 3924931257  
Meter # 01365750

Account # 896-100  
Hualapai Tribal Council  
Water Well T28N R7W  
Fish Pond  
Transformers (see above)  
Meter # 01684104

Account # 28135-001  
Bravo, W C  
Supai Line near Frazier Wells  
RTE 10 Kva  
SN# 4303728  
Meter # 95528410

Mile Post 32  
Recloser  
NS5-25

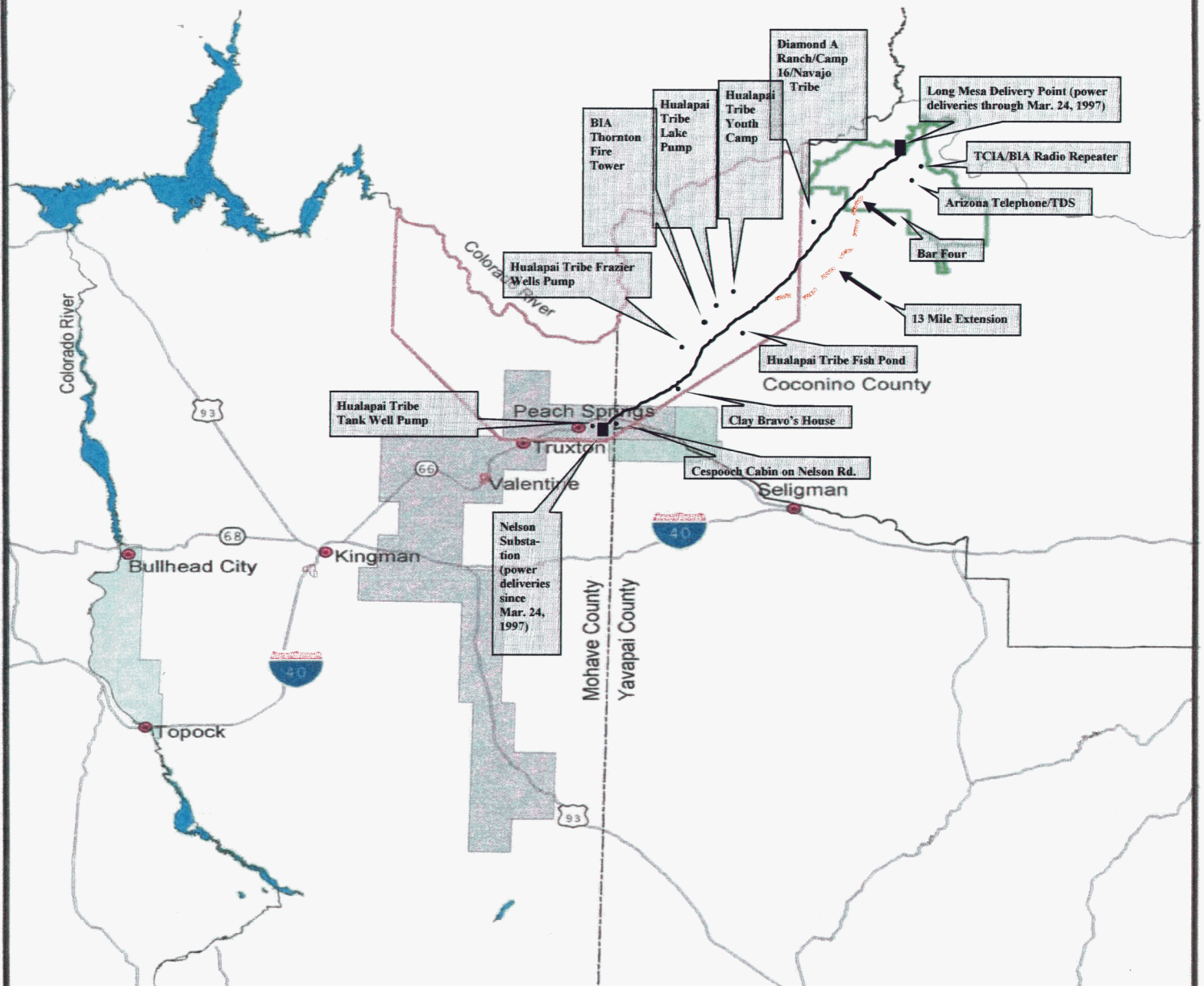
Account # 451-055  
TCIA - Department of Interior - BIA  
Long Mesa Radio Repeater Site  
Long Mesa End  
Cooper 5 Kva  
S/N# 9902093970  
Meter # 61718916

Account # 896-027  
Hualapai Tribal Council  
Pump at Tank Well  
Well site Nelson Road  
Ermco 10 Kva  
S/N# 30107311444  
Meter # 97298158

Account # 44561-006  
Cabin on Nelson Road  
Ermco 10 Kva  
S/N# 30107311428  
Meter # 57788387

# Exhibit 4

# Mohave Electric Cooperative's Service Area



## EXPLANATION

- Havasupai Indian Reservation
- Hualapai Indian Reservation
- County
- 1962 Service Area A
- 1962 Service Area B
- 1994 Service Area
- 1995 Service Area



RECEIVED

2008 SEP 23 P 3:15

BIA WESTERN REGION  
DIVISION OF  
NATURAL RESOURCES

BEFORE THE ARIZONA CORPORATION COMMISSION

MIKE GLEASON, CHAIRMAN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE

IN THE MATTER OF THE COMPLAINT  
OF THE BUREAU OF INDIAN AFFAIRS,  
UNITED STATES OF AMERICA,  
AGAINST MOHAVE ELECTRIC  
COOPERATIVE, INC. AS TO SERVICES  
TO THE HAVASUPAI AND  
HUALAPAI INDIAN RESERVATIONS

DOCKET NO. E-01750A-05-0579

BUREAU OF INDIAN AFFAIRS  
PREPARED DIRECT TESTIMONY OF  
JAMES WILLIAMS

The Bureau of Indian Affairs ("BIA") submits the following prepared direct  
testimony of James Williams:

TABLE OF CONTENTS

I.	Introduction.....	1
II.	BIA's Electric Accounts with Mohave.....	3
III.	Mohave's Bills to the BIA.....	5
IV.	Construction of the 13 Mile Spur to Bar Four .....	9
V.	Mohave Quitclaims the Line.....	11

I. Introduction

Q: What is your name and what do you do for a living?

A: I am James Williams and I work for the BIA as the superintendent of the

BIA's Truxton Canon Agency located in Valentine, Arizona. I have been the



1 superintendent of the Truxton Canon Agency since February, 2006 and have worked for  
2 the BIA since October, 1985.

3  
4 Q: What does the BIA do?

5 A: The BIA is an agency of the United States Department of the Interior.  
6 Under 25 U.S.C. § 13, the BIA provides support for the general welfare and civilization  
7 of Indians. Where it is authorized to do so, the BIA provides services to and assists  
8 Native Americans.  
9

10 Q: Has Congress ever authorized the BIA to establish or operate an electric  
11 utility on the Hualapai or Havasupai Reservations?  
12

13 A: No.

14 Q: What are your duties as the Superintendent of the BIA's Truxton Canon  
15 Agency?  
16

17 A: My responsibilities include the planning, implementing, directing,  
18 monitoring and evaluating the BIA's program services within the Truxton Canon Agency.  
19 The Truxton Canon Agency provides services to the Hualapai Tribe, Yavapai Apache  
20 Tribe, Yavapai Prescott Tribe, Havasupai Tribe, and Tonto Apache Tribe. I am  
21 responsible for the management and protection of Indian land including timber, soil,  
22 water, and the dependent living resources; i.e. irrigation, power, range, wildlife,  
23 agriculture education and outdoor recreation for the Hualapai, Yavapai Apache, Yavapai  
24 Prescott, Havasupai, and Tonto Apache Reservations.

25 I am responsible for assuring that all tribal enactments are processed according  
26 to Federal law and regulations, and that tribal sovereignty is not eroded. I am also  
27 responsible for overseeing the electrical service provided to the Havasupai Tribe and  
28

1 Havasupai Village, which includes maintaining meters and electric lines, reading  
2 meters, and billing.

3 **II. BIA's Electric Accounts with Mohave**

4  
5 Q: Are you familiar with the electric line (the "Line") that Mohave built from its  
6 Nelson Substation to Long Mesa?

7 A: Yes. Attached as Exhibit 1 is a map of the Line. It is an accurate  
8 representation of the Line and the meters or accounts along the Line.  
9

10 Q: The BIA has several accounts, or meters, along the Line, correct?

11 A: Yes. The BIA has a meter for a fire observation tower, called the Thornton  
12 Fire Tower, located on the Hualapai Reservation. Another meter is near the end of the  
13 Line at Long Mesa for a BIA radio repeater. A third meter is at the very end of the Line  
14 at Long Mesa.  
15

16 Q: Is operating a fire observation tower on a reservation something the BIA  
17 does to provide general support for Native Americans?  
18

19 A: Yes. The Hualapai Tribe has approximately 35,000 acres of Ponderosa  
20 Pine. The BIA operates a wildland fire suppression program to suppress fires and also  
21 complete prescribed burns. The BIA utilizes the fire observation tower to spot fires.  
22

23 Q: Is operating a radio repeater something the BIA does to provide general  
24 support to Native Americans?  
25

26 A: Where needed, yes. The BIA provides wildland fire protection and law  
27 enforcement services to the Havasupai Tribe. Radio communication is one means of  
28 communicating during emergencies and day-to-day routine calls. The radio repeater

1 sends radio signals to dispatch in Peach Springs, Arizona, about 70 miles away. The  
2 repeater is used with hand held and mobile radio units in this area.

3  
4 Q: Is the last meter, at the end of the Line at Long Mesa, still being read?

5 A: No. Mohave relocated this meter to the beginning of the Line at Nelson  
6 Substation. Monthly meter reads are taken from the meter located at the Nelson  
7 Substation. Electricity is still delivered through Long Mesa, but no meter is read there.

8  
9 Q: How does the BIA use the electricity it receives at Long Mesa?

10  
11 A: Long Mesa is at the rim of the Grand Canyon, on the Havasupai  
12 Reservation. Most Havasupai members live in Havasupai Village at the bottom of the  
13 Havasu Canyon. The BIA has an electric line that starts at Long Mesa and goes down  
14 to Havasupai Village. Electricity the BIA receives at the end of the 70 mile Line is  
15 supplied to Havasupai Village.

16  
17 Some of that electricity is used by the BIA in Havasupai Village for a BIA school,  
18 a BIA detention facility, living quarters for BIA teachers and law enforcement personnel,  
19 and a BIA maintenance facility.

20  
21 Q: What else is the electricity used for in Havasupai Village?

22 A: Some goes to a medical clinic operated by Indian Health Services. Some  
23 electricity is used by the Havasupai Tribe and its members, such as to provide lighting  
24 and air conditioning to the tribal members' homes. Temperatures in Havasupai Village  
25 are often over 100° in the summer so air conditioning probably consumes a lot of the  
26 electricity in the Village.

1 Q: Does the BIA charge the Supai members for their electricity?

2 A: Yes. The Supai members pay the BIA for their electricity.

3  
4 Q: Does the BIA receive enough from the Supai members to cover the cost of  
5 the electricity?

6  
7 A: No. The BIA supplies electricity to the Supai members as part of its  
8 general goal of providing support to Native Americans, not to turn a profit or break even.  
9 For instance, when the BIA pays for repairs to the Line or for repairs to the electrical  
10 system in Havasupai Village, the BIA does not build those expenses into what is  
11 charged to the Supai members.  
12

13 **III. Mohave's Bills to the BIA**

14 Q: Are you familiar with Mohave's bills to the BIA?

15 A: Yes.

16 Q: Did Mohave bill the BIA for the Thornton Fire Tower account?

17 A: Yes. Attached as Exhibit 2 is a Mohave bill to the BIA dated January 30,  
18 1997 in which the fire tower is included. It is sub-account number 001.  
19

20 Q: Did Mohave bill the BIA for the radio repeater account?

21 A: Yes. Attached as Exhibit 3 are Mohave bills to the BIA dated January 30,  
22 1997 and August 31, 1998 for the radio repeater near Long Mesa.  
23  
24

25 Q: For the Long Mesa account or meter, how did Mohave bill the BIA?  
26  
27  
28

1           A:     First, there is a charge for the electricity used. Second, in the contract the  
2 BIA agreed to pay a "facility charge," which consisted of the cost of construction, taxes,  
3 operation and maintenance, and depreciation. Attached as Exhibit 4 is a copy of a  
4 Mohave invoice to the BIA dated April 8, 1992. This might have been the first bill the  
5 BIA received after the Line began supplying electricity.  
6

7           Q:     How long did Mohave bill the BIA for the facility charges?  
8

9           A:     Mohave billed the BIA for the facilities charges every month until March,  
10 1997. Then Mohave stopped billing the BIA for the facilities charge. Attached as  
11 Exhibit 5 is a February 28, 1997 Mohave invoice with a "lump sum" facility charge of  
12 \$14,355.51 and a April 1, 1997 invoice with no facility charge.  
13

14          Q:     You said the facility charge includes the cost of construction. How much  
15 did the BIA pay per month for the cost of construction?  
16

17          A:     The April 8, 1982 invoice itemized monthly cost of construction at  
18 \$4,238.91.  
19

20          Q:     Did the BIA pay the entire cost to construct the Line?  
21

22          A:     Yes. From April, 1982 through March, 1991, the BIA made about  
23 \$450,000 in monthly construction cost payments. The BIA wanted to pay-off the cost of  
24 construction, so in March, 1991, the BIA made a lump sum payment of \$923,243.92,  
25 which paid off the remaining balance owing to Mohave.  
26

27          Q:     With regard to the depreciation, how much did the BIA pay Mohave?  
28

1 A: As the April 8, 1982 invoice indicates, the monthly charge for depreciation  
2 was \$4,582.60. I believe the BIA paid a monthly depreciation fee for 183 months, until  
3 early 1997, in which case the BIA paid Mohave a total of \$838,615.80 for depreciation  
4 of the Line.  
5

6 Q: Did Mohave stop billing the BIA for the facilities charges in early 1997?  
7

8 A: Yes. In about March, 1997, Mohave stopped billing the BIA for facilities  
9 charges. See Exhibit 5. Until that time, Mohave was billing the BIA, and the BIA was  
10 paying anywhere from \$11,000 to \$15,000 per month, even though we could never get  
11 an itemized breakdown of the \$11,000 to \$15,000.  
12

13 Q: What happened in 1997 to cause Mohave to stop billing the BIA for the  
14 facilities charge?  
15

16 A: I don't know why Mohave stopped billing the facilities charge.  
17

18 Q: Other than not billing the BIA for the facilities charge, did Mohave's bills  
19 change in any other respect after Mohave moved the meter to the Nelson Substation?  
20

21 A: Not immediately. But beginning in July, 1998, Mohave's bills to the BIA  
22 included a credit for "usage billed to other meters." Attached as Exhibit 6 are copies of  
23 Mohave's bills where Mohave gave the BIA credits for the electricity billed to other  
24 customers.  
25

26 Q: Why did Mohave give the BIA this credit?  
27

28 A: Because after Mohave moved its meter to the Nelson Substation, it billed  
the BIA for all electricity used along the Line, including the electricity used by the

1 various customers along the Line. I assume Mohave realized the BIA shouldn't have to  
2 pay for electricity used by the Hualapai Tribe or the residents along the Line, so they  
3 credited the BIA for that electricity.  
4

5 Q: How did Mohave know how much to credit the BIA?

6 A: I assume Mohave went out and read all the customers' meters, added up  
7 the KWH used by them, and then calculated the credit that should be given to the BIA.  
8

9 Q: Did Mohave bill the customers along the Line while giving the BIA the  
10 credit?  
11

12 A: I don't know.

13 Q: You mentioned that the credits began on the BIA's July, 1998 invoice.  
14 When did they stop?  
15

16 A: The last credit was given on the September, 2003 invoice. Beginning with  
17 the October, 2003 invoice, the BIA did not receive any more credits for the electricity  
18 used by other customers.  
19

20 Q: The first invoice, July, 1998, has a large credit, \$6,257.92. Why?

21 A: I don't know.  
22

23 Q: If we disregard that large initial credit and just look at Mohave's bills from  
24 August, 1998 through September, 2003, what was the average credit that Mohave gave  
25 the BIA for electricity used by the other customers along the Line?  
26  
27  
28

1 A: \$377.25 per month. There were a few months in which Mohave did not  
2 credit the BIA and I am missing two invoices in 2002. I excluded those months from my  
3 calculation.  
4

5 Q: You mentioned that Mohave stopped giving the BIA a credit for the  
6 electricity consumed by other customers in October, 2003. Has Mohave continued to  
7 bill the BIA for all electricity used by all customers along the Line since that time?  
8

9 A: I believe so, yes. I understand that Mohave only reads the meter at the  
10 Nelson Substation.  
11

12 Q: From October, 2003 through the present, has the BIA paid for all electricity  
13 used by all customers along the Line?  
14

15 A: Yes.  
16

17 Q: Why hasn't the BIA read all the meters along the Line and separately  
18 billed those customers?  
19

20 A: The BIA is not their electric supplier. We do not have signed agreements  
21 to provide these customers with electricity.  
22

#### 23 **IV. Construction of the 13 Mile Spur to Bar Four**

24 Q: What is the Bar Four development?  
25

26 A: It's a planned development of the Havasupai Tribe. Living space in  
27 Havasupai Village at the bottom of the Canyon is limited. Therefore, the Havasupai  
28 have planned to build some housing on the top of the Canyon at an area called Bar  
Four.

1 Q: Is there an extension or spur from the Line to the Bar Four area?

2 A: Yes.

3 Q: When was the spur built?

4 A: Around 2003.

5 Q: Who built that spur?

6 A: The Havasupai Tribe.

7 Q: Did the BIA build that spur?

8 A: No.

9 Q: Did the BIA pay for its construction?

10 A: No, other than I believe the BIA may have paid for an environmental  
11 assessment as the line extension runs along a BIA right-of-way. However, the  
12 Havasupai paid for the construction using non-BIA funds.

13 Q: Has the spur affected the Line?

14 A: The spur is connected to Line, but I don't think it has affected the Line.  
15 The Line still supplies electricity along its length, just like it did before the spur was built.

16 Q: At any time, either before or after the Havasupai built the spur, has the  
17 BIA ever prevented Mohave from gaining access to the Line?

18 A: Never.

19 Q: Has the BIA ever prevented Mohave from servicing the Line?

1 A: No. Sometimes the BIA has asked Mohave to service the Line and  
2 Mohave was reluctant to do so, but the BIA has never prevented Mohave from servicing  
3 the Line.  
4

5 Q: Have the tribes ever prevented Mohave from gaining access to the Line or  
6 from servicing the Line?  
7

8 A: No.  
9

10 **V. Mohave Quitclaims the Line**

11 Q: Did Mohave quitclaim the Line to the BIA, the Havasupai Tribe, and the  
12 Hualapai Tribe?  
13

14 A: Yes. I believe Mohave quitclaimed the Line in the summer of 2003.  
15

16 Q: What did the BIA do in response?  
17

18 A: The BIA wrote Mohave and said it didn't accept the transfer. Attached as  
19 Exhibits 7 and 8 are BIA letters to Mohave dated September 2, 2003 and September  
20 12, 2003 in which the BIA informed Mohave that it still owned the Line.  
21

22 Q: Around the time Mohave quitclaimed the Line, did Mohave write the BIA  
23 regarding the Thornton fire observation tower and radio repeater accounts?  
24

25 A: Yes. Mohave wrote the BIA and said those retail electric accounts were  
26 being transferred to the BIA. Attached as Exhibits 9 and 10 are Mohave letters to the  
27 BIA dated July 23, 2003 for the two accounts.  
28

Q: Does that conclude your testimony?

A: Yes.

Respectfully submitted this 19 day of September, 2008.

DIANE J. HUMETEWA  
United States Attorney  
District of Arizona



MARK J. WENKER  
Assistant U.S. Attorney  
Attorneys for the Bureau of Indian Affairs

Original and 13 copies filed  
this 19 day of September, 2008, with:

Docket Control Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Copies delivered this  
19 day of September, 2008, to:

Teena Wolfe  
Administrative Law Judge, Hearing Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Janice Alward  
Legal Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Ernest Johnson  
Director, Utilities Division  
Arizona Corporation Division  
1200 West Washington Street  
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Steven A. Hirsch  
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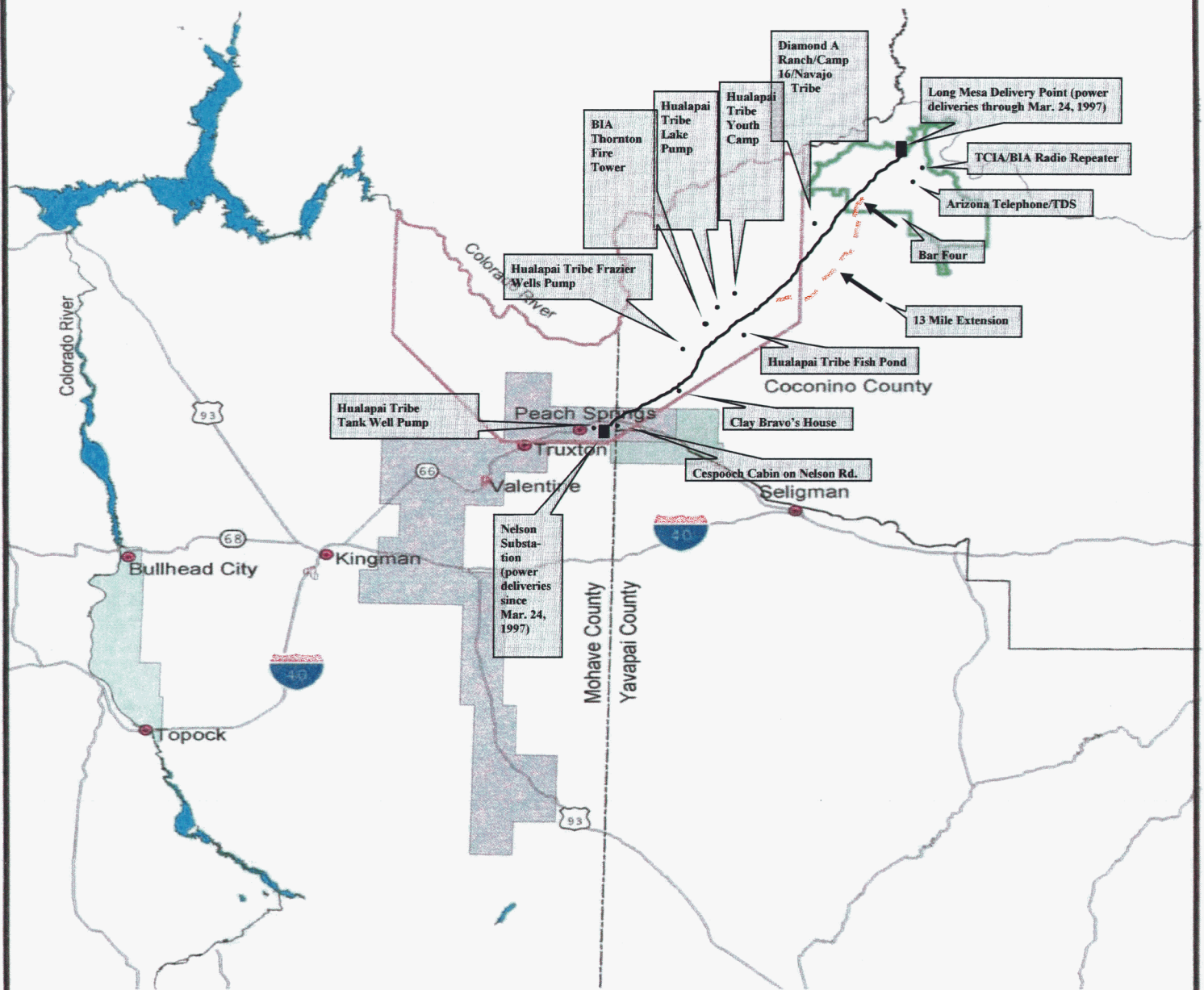
Copy mailed this  
19 day of September, 2008, to:

Michael A. Curtis  
William P. Sullivan  
Curtis, Goodwin, Sullivan, Udall & Schwab  
501 East Thomas Road  
Phoenix, AZ 85012



# Exhibit 1

# Mohave Electric Cooperative's Service Area



## EXPLANATION

- Havasupai Indian Reservation
- Hualapai Indian Reservation
- County
- 1962 Service Area A
- 1962 Service Area B
- 1994 Service Area
- 1995 Service Area



# Exhibit 2



P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

DEPARTMENT OF INTERIOR 915  
BIA-DSRSMNT ATTN:UT PYMT  
PO BOX 2042  
ALBUQUERQUE NM 87103-2042

ACCOUNT NUMBER 29740  
INVOICE DATE 1/30/97  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
001	FIRE TOWER-SUPAI RD	PRIOR BALANCE	53.61
	RATE-504 MULTIPLIER- 1	KWH USED 495	40.39
	METER 86549384	CUSTOMER CHARGE	12.00
	READ 12/24 37318	REFUND .0085000-	4.21-
	READ 01/27 37813	STATE TAX	2.41
		COUNTY TAX	.24
		TOTAL	104.44
003	FRONT OF DETENTION CTR P	PRIOR BALANCE	16.55
	RATE-578 MULTIPLIER- 0	SECURITY LIGHT	15.76
	READ 12/30 0	STATE TAX	.79
	READ 01/30 0		
		TOTAL	33.10
005	BLDG A-24 P/S	PRIOR BALANCE	109.95
	RATE-504 MULTIPLIER- 1	KWH USED 477	38.92
	METER 74468481	CUSTOMER CHARGE	12.00
	READ 12/24 67338	REFUND .0085000-	4.05-
	READ 01/24 67815		
		TOTAL	156.82

\*\*\* CONTINUED \*\*\*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
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Please mail stub with payment or bring entire bill with payment to:

ACCOUNT  
ce Date  
Total Amt Due

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

ELECTRIC COOPERATIVE

DEPARTMENT OF INTERIOR 915  
BIA-DS9RSMNT ATTN:UT PYMT  
PO BOX 2042  
ALBUQUERQUE NM 87103-2042

ACCOUNT NUMBER 29740  
INVOICE DATE 1/30/97  
PAGE NUMBER 2

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
006	NEXT TO BLDG 825	PRIOR BALANCE	27.03-
	RATE-578 MULTIPLIER- 0	SECURITY LIGHT	15.76
	READ 12/30 0	STATE TAX	.79
	READ 01/30 0		
		TOTAL	10.48-

H682607266 001

31/3/97

70349145

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
153.08	130.80	2/09/97	283.88

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

RESOLVE TO SAVE ENERGY AND SAVE MONEY THIS YEAR  
ENERGY EFFICIENT DEVICES AND APPLIANCES CAN TRIM DOLLARS OFF  
YOUR ELECTRIC BILL. SEE THE ENCLOSED INSERT FOR ONE BRIGHT  
IDEA - COMPACT FLUORESCENT LIGHT BULBS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.

P.O. Box 2000

928 Hancock Road

Bullhead City, AZ 86430

PLEASE DO NOT FOLD

COUNT DEPARTMENT OF I 29740  
Invoice Date 1/30/97  
Total Amt Due 283.88

001 003 005 006

# Exhibit 3

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

electric cooperative

TCIA-DEPT OF INT-BIA 914  
DISBURSEMENT SECTION  
ATTN UTIL PYMT PC BCX 2042  
ALBUQUERQUE NM 87103-2042

ACCOUNT NUMBER 451  
INVOICE DATE 1/30/97  
PAGE NUMBER 4

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
055	LONG MESA	KWH USED 304	24.81
	RATE-504 MULTIPLIER- 1	CUSTOMER CHARGE	12.00
	METER 61718916	REFUND .0085000-	2.58-
	READ 12/24 14180	STATE TAX	1.71
	READ 01/27 14484		
		TOTAL	35.94

4682607266 R/L001

70349146

3/12/97

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
.00	2990.70	2/09/97	2990.70

RESOLVE TO SAVE ENERGY AND SAVE MONEY THIS YEAR  
ENERGY EFFICIENT DEVICES AND APPLIANCES CAN TRIM DOLLARS OFF  
YOUR ELECTRIC BILL. SEE THE ENCLOSED INSERT FOR ONE BRIGHT  
IDEA - COMPACT FLUORESCENT LIGHT BULBS.

Please mail stub with payment or bring entire bill with payment to:

COUNT TCIA-DEPT OF IN 451  
Invoice Date 1/30/97  
Total Amt Due 2990.70

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

002 004 011 012 013 020 022 029 051 053 054 055

**MOHAVE**P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

Electric cooperative

TCIA-DEPT OF INT-BIA 1750  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037ACCOUNT NUMBER 451  
INVOICE DATE 8/31/98  
PAGE NUMBER 3

SERVICE LOCATION		DESCRIPTION	AMOUNT
55	LONG MESA	PRIOR BALANCE	69.52
	RATE-504 MULTIPLIER 1	KWH USED 315	25.70
	METER 61718916	CUSTOMER CHARGE	12.00
	READ 07/24 19052	REFUND .0085000-	2.68-
	READ 08/25 19367	STATE TAX	1.75
		TOTAL	106.29
BALANCE FORWARD		CURRENT AMOUNT	CURRENT DUE DATE
3748.09		3673.18	9/10/98
		TOTAL AMOUNT DUE	
		7421.27	

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.REMIND SMALL CHILDREN TO LOOK FOR THE "EYES AND EARS" SYMBOL  
ON MOHAVE ELECTRIC VEHICLES. OUR EMPLOYEES KNOW WHAT TO DO  
TO HELP KIDS WHEN TROUBLE ARISES OR IN EMERGENCY SITUATIONS.

Please mail stub with payment or bring entire bill with payment to:

TCIA-DEPT OF IN 451  
8/31/98  
Amt Due 7421.27Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

04 011 020 029 051 054 055

# Exhibit 4

# MOHAVE ELECTRIC COOPERATIVE, INC.



April 8, 1982

DEPT. OF INTERIOR  
BUREAU OF INDIAN AFFAIRS  
P O BOX 7007  
PHOENIX, AZ 85011

SUBJECT: REVISED FEB. BILLING FOR USAGE FROM FEB. 1, 1982 TO MAR. 1, 1982

RE: ACCOUNT #29740-00, D-8, LONG MESA POWER TRANSFORMER

	Present Reading	Previous Reading	Diff.	Multi.	Usage
KWH	65	-	65	1200	78,000
KW	.42	-	.42	1200	504

PREVIOUS BALANCE

\$32,249.32

## Energy Charges:

Base Rate:

78,000	KWH @ \$ .029	=	\$ 2,262.00
504	KW @ \$6.90	=	\$ 3,477.60
			\$ 5,739.60

Wholesale Power Cost Adjustment:

78,000	KWH @ \$ .013092	=	\$ 1,021.18
--------	------------------	---	-------------

Arizona Sales Tax @ 4%

		=	\$ 6,760.78
			\$ 270.43

Total Energy Charge

\$ 7,031.21

## Facility Charge:

Cost of Construction	$\frac{1,145,651.55 \times .0444}{12}$	=	\$ 4,238.91
----------------------	--	---	-------------

Property Tax	$\frac{1,145,651.55 \times .05}{12}$	=	\$ 4,773.55
--------------	--------------------------------------	---	-------------

Operation & Maintenance	$\frac{1,145,651.55 \times .02}{12}$	=	\$ 1,909.42
-------------------------	--------------------------------------	---	-------------

Depreciation	$\frac{1,145,651.55 \times .040}{12}$	=	\$ 4,502.60
--------------	---------------------------------------	---	-------------

\$15,504.48

Arizona Sales Tax

\$ 620.18

Total Facility Charge

\$16,124.66

BALANCE DUE

\$55,405.19

MOHAVE ELECTRIC COOPERATIVE, INC.

Mr. A. H. Carpenter  
Manager

AHC/kh

cc: TRUXTON CANYON AGENCY  
VINCE LA POINTE  
VALENTINE, AZ 86437

# Exhibit 5

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

DEPARTMENT OF INTERIOR 952  
BIA-DSBRMNT ATTN:UT PYMT  
PO BOX 2042  
ALBUQUERQUE NM 87103-2042

ACCOUNT NUMBER 29740

INVOICE DATE 2/28/97

PAGE NUMBER 1

IB CT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA END OF SUPAI	PRIOR BALANCE	30641.00
	RATE-613 MULTIPLIER- 1200	KWH USED 187200	8571.89
	METER 86153321	KW DEMAND 516.00	4644.00
	READ 01/27 10560	CUSTOMER CHARGE	70.00
	READ 02/25 10716	REFUND .0085000-	1591.20-
		STATE TAX	1302.51
		COUNTY TAX	130.25
		FACILITIES CHARGE	14355.51
		TOTAL	58123.96

H682607266 001

70629149

ACCEPTED

Date 3-13-97

Initials [Signature]

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
30641.00	27482.96	3/10/97	58123.96

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

A FREE TRIP TO WASHINGTON, D.C. AWAITS TWO HIGH SCHOOL STUDENTS. THE MOHAVE ELECTRIC YOUTH TOUR SPEECH COMPETITION IS NOW OPEN TO MEMBERS OF THE JUNIOR CLASS. DETAILS ARE AVAILABLE BY CALLING MARK HARRIS AT 763-4115, EXTENSION 512.

Use this stub with payment or bring entire bill with payment to

DEPARTMENT OF I 29740-000  
Date 2/28/97  
Bal Amt Due 58123.96

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD



P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

DEPARTMENT OF INTERIOR  
BIS-DSBRSMT ATTN:UT PMT  
PO BOX 2042  
ALBUQUERQUE NM 87103-2042

ACCOUNT NUMBER 29740

INVOICE DATE 4/01/97

PAGE NUMBER 1

SERVICE LOCATION	DESCRIPTION	AMOUNT
LONG MESA END OF SUPAI	PRIOR BALANCE	0.00
RATE-605 MULTIPLIER 1200	KWH USED 154800	7055.78
METER 86153321	KW DEMAND 528.00	5148.00
READ 02/25 107.5	CUSTOMER CHARGE	70.00
READ 03/26 100.0	REFUND	-1315.80
METER CHANGE	STATE TAX	547.90
	COUNTY TAX	54.79
	TOTAL	11560.67

ACCEPTED  
Date 4/1/97  
Initials J

70949030

82607443 001

ANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
	11560.67	04/10/97	11560.67

GET ON THE ENERGY SAVING PLAN. BE AN ENERGY  
SMART. TURN OFF YOUR APPLIANCES. WHEN BE A WISE ENERGY USER  
AROUND THE HOUSE. SEE THE ENCLOSED CARD FOR SOME MONEY  
SAVING TIPS AND CALL US AT 763-1100 FOR MORE INFORMATION.

Mail stub with payment or bring entire bill with payment to:

DEPARTMENT O 29740-000 ✓  
3/31/97 ✓  
Amt Due 11560.67 ✓

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

# Exhibit 6

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

electric cooperative

DEPARTMENT OF INTERIOR  
TRUXION CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 7/29/98

PAGE NUMBER 1

SUB CCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	3419.58
	RATE-615 MULTIPLIER 1200	KWH USED 194400	8860.75
	METER 97136250	DEMAND CHARGE 360	3510.00
	READ 06/24 2225	CUSTOMER CHARGE	70.00
	READ 07/24 2387	REFUND .0085000-	-1652.40
		STATE TAX	539.42
		COUNTY TAX	86.31
		TOTAL	14833.66

*PV 82179016*  
*\$11,414.08*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
3419.58	11414.08	8/08/98	14833.66

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$6257.92 FOR  
169,150 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

DEPARTMENT OF I 29740-000  
ate 7/29/98  
Total Due 14833.66

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

# MOHAVE

electric cooperative

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

DEPARTMENT OF INTERIOR 1763  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 8/31/98  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAT	PRIOR BALANCE	4543.88
	RATE-615 MULTIPLIER- 1200	KWH USED 163200	7438.66
	METER 97136250	KW DEMAND 360.00	3510.00
	READ 07/24 2387	CUSTOMER CHARGE	70.00
	READ 08/25 2523	REFUND .0085000-	1387.20-
		STATE TAX	481.57
		COUNTY TAX	77.05
		TOTAL	14733.96

*DX 82519012*  
*\$ 10,190.<sup>08</sup>*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
4543.88	10190.08	9/10/98	14733.96

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$612.28 FOR  
15,607 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

NT DEPARTMENT OF I 29740-000  
Date 8/31/98  
Total Amt Due 14733.96

PLEASE DO NOT FOLD

# MOHAVE

Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

electric cooperative

DEPARTMENT OF INTERIOR  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 9/30/98

PAGE NUMBER 1

\*\*\*\*\* CORRECTED BILL \*\*\*\*\*

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	2852.53
	RATE-615 MULTIPLIER 1200	KWH USED 148800	6782.30
	METER 97136250	DEMAND CHARGE 372.00	3627.00
	READ 08/25 2523	CUSTOMER CHARGE	70.00
	READ 09/24 2647	REFUND	-892.80
	FINAL BILL	STATE TAX	479.33
		COUNTY TAX	76.69
		TOTAL	12995.05

*PAY 82809001*  
*\$ 10,142.52*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
2852.53	10142.52	10/10/98	12995.05

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTE: THE PRIOR BALANCE HAS BEEN REDUCED BY  
\$467.35 FOR 11,913 KWH USAGE BILLED  
TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

DEPARTMENT OF I 29740-000  
Date 9/30/98  
Total Amt Due 12995.05

PLEASE DO NOT FOLD

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

ELECTRIC COOPERATIVE

DEPARTMENT OF INTERIOR 1740  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 10/30/98

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	2707.16
	RATE-615 MULTIPLIER- 1200	KWH USED 130800	5961.86
	METER 97136250	KW DEMAND 384.00	3744.00
	READ 09/24 2647	CUSTOMER CHARGE	70.00
	READ 10/23 2756	REFUND .0060000-	784.80-
		STATE TAX	449.55
		COUNTY TAX	71.93
		TOTAL	12219.70

*SV 83149023*  
*\$9,512.54*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
2707.16	9512.54	11/09/98	12219.70

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE TOTAL AMOUNT DUE HAS BEEN REDUCED BY  
\$342.36 FOR 8,114 KWH USAGE BILLED  
TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
e Date 10/30/98  
Amt Due 12219.70

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

# MOHAVE

electric cooperative

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

DEPARTMENT OF INTERIOR I747  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 11/30/98  
PAGE NUMBER I

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	1687.94
	RATE-615 MULTIPLIER- 1200	KWH USED 189600	8641.97
	METER 97136250	KW DEMAND 540.00	5265.00
	READ 10/23 2756	CUSTOMER CHARGE	70.00
	READ 11/24 2914	PURCH POWER ADJ-0060000-	1137.60
		STATE TAX	641.97
		COUNTY TAX	102.71
		TOTAL	15271.99

*PX 83389002*

*\$13,584.<sup>05</sup>*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
1687.94	13584.05	12/10/98	15271.99

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$321.15  
FOR 7669 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

AMOUNT DEPARTMENT OF I 29740-000  
Date 11/30/98  
Total Amt Due 15271.99

PLEASE DO NOT FOLD

# MOHAVE

P.O. Box 2000  
Bullhead City, Arizona 86430  
(602) 763-1100

Electric cooperative

DEPARTMENT OF INTERIOR 1752  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 12/31/98  
PAGE NUMBER 1

SERVICE LOCATION	DESCRIPTION	AMOUNT
10. LONG MESA-SUPAI	PRIOR BALANCE	5246.04
RATE-615 MULTIPLIER- 1200	KWH USED 219600	10009.37
METER 97136250	KW DEMAND 612.00	5967.00
READ 11/24 2914	CUSTOMER CHARGE	70.00
READ 12/23 3097	PURCH POWER ADJ. 0060000-	1317.60-
	STATE TAX	736.44
	COUNTY TAX	117.83
	TOTAL	20829.08

20,829.08

5,246.04

\$15,583.04

Py 90149011

\$15,583.04

+ 0.02 INTEREST

\$15,593.06

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
5246.04	15583.04	1/09/99	20829.08

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$309.33  
FOR 7387 KWH USAGE BILLED TO OTHER METERS.

se mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

DEPARTMENT OF I 29740-000  
12/31/98  
Amt Due 20829.08

PLEASE DO NOT FOLD

# MOHAVE

Bull P.O. Box 2000  
Bull City, Arizona 86430  
(520) 763-1100

electric cooperative

DEPARTMENT OF INTERIOR 1093  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 1/29/99

PAGE NUMBER 1

SUB CT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAT	PRIOR BALANCE	7026.29
	RATE-615 MULTIPLIER- 1200	KWH USED 224400	10228.15
	METER 97136250	KW DEMAND 600.00	5850.00
	READ 12/23 3097	CUSTOMER CHARGE	70.00
	READ 01/25 3284	PURCH POWER ADJ.0060000-	1346.40-
		STATE TAX	740.09
		COUNTY TAX	118.41
		TOTAL	22686.54

Px 90369002

\$ 15,660.<sup>25</sup>

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
7026.29	15660.25	2/08/99	22686.54

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY  
\$512.04 FOR 12,228 KWH USAGE BILLED TO OTHER  
METERS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

DEPARTMENT OF I 29740-000  
1/29/99  
22686.54

PLEASE DO NOT FOLD



P.O. Box 2000  
Bullhead City, Arizona 86430  
(202) 763-1100

Electric cooperative

DEPARTMENT OF INTERIOR 1736  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 2/26/99

PAGE NUMBER 1

SERVICE LOCATION	DESCRIPTION	AMOUNT
LONG MESA-SUPAI	PRIOR BALANCE	3527.60
RATE-615 MULTIPLIER- 1200	KWH USED 225600	10282.85
METER 97136250	KW DEMAND 600.00	5850.00
READ 01/25 3284	CUSTOMER CHARGE	70.00
READ 02/24 3472	PURCH POWER ADJ. 0060000-	1353.60
	STATE TAX	742.46
	COUNTY TAX	118.79
	TOTAL	19238.10

*PX 90649005*

*\$15,710.50*

ANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
3527.60	15710.50	3/08/99	19238.10

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY  
\$425.00 FOR 10,833 KWH USAGE BILLED TO OTHER  
METERS.

Mail stub with payment or bring entire bill with payment to:

DEPARTMENT OF I 29740-000  
2/26/99  
19238.10

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

# MOHAVE

electric cooperative

P.O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

DEPARTMENT OF INTERIOR 2  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 3/31/99

PAGE NUMBER I

\*\*\* CORRECTED BILL \*\*\*

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LUNG MESA-SUPAI	PRIOR BALANCE	2913.94
	RATE-615 MULTIPLIER- 1200	KWH USED 160800	7329.26
	METER 97136250	KW DEMAND 540.00	5265.00
	READ 02/24 3472	CUSTOMER CHARGE	70.00
	READ 03/24 3606	PURCH POWER ADJ.0060000-	964.80-
		STATE TAX	584.97
		COUNTY TAX	93.60
		TOTAL	15291.97

*Px 90999.004*

*\$ 12,378.<sup>03</sup>*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
2913.94	12378.03	4/10/99.	15291.97

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

READ THE ENCLOSED CURRENTS NEWSLETTER TO SEE HOW YOUR  
COOPERATIVE PROMOTES EDUCATION AND IS WORKING ON Y2K. LEARN  
TO SHOP SMART FOR APPLIANCES AND HOW TO SAVE ENERGY IN THE  
LAUNDRY ROOM. PLUS TIPS ON REACTIVATING EVAPORATIVE COOLERS.

lease mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Date 3/31/99  
Due 15291.97

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

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A Touchstone Energy Partner

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(520) 763-1100

DEPARTMENT OF INTERIOR 1111  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 04/30/99  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	17234.37-
	RATE-615 MULTIPLIER- 1200	KWH USED 148800	6782.30
	METER 97136250	KW DEMAND 516.00	5031.00
	READ 03/24 3606	CUSTOMER CHARGE	70.00
	READ 04/23 3730	PURCH POWER ADJ-0060000-	892.80-
		STATE TAX	549.53
		COUNTY TAX	87.92
		TOTAL	5606.42-

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
17234.37-	11627.95	05/10/99	5606.42-
			*** DO NOT PAY

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED  
BY \$494.46 FOR 11,808 KWH USAGE BILLED TO OTHER  
METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Date 04/30/99  
Total Amt Due 5606.42-

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DEPARTMENT OF INTERIOR 1689  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 2974  
INVOICE DATE 05/28/99  
PAGE NUMBER

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LUNG MESA-SUPAI	PRIOR BALANCE	5834.77
	RATE-615 MULTIPLIER- 1200	KWH USED 138000	6290.00
	METER 97136250	KW DEMAND 480.00	4680.00
	READ 04/23 3730	CUSTOMER CHARGE	70.00
	READ 05/21 3845	PURCH POWER ADJ.0060000-	828.00
		STATE TAX	510.60
		COUNTY TAX	81.70
		TOTAL	4969.57

*PY 91549002*

*\$4,696.57*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
5834.77-	10804.34	06/07/99	4969.57

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED  
BY \$175.07 FOR 4,181 KWH USAGE BILLED TO OTHER  
METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Date 05/28/99  
Amt Due 4969.57

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DEPARTMENT OF INTERIOR 1724  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 2974  
INVOICE DATE 06/30/99  
PAGE NUMBER

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	165.00
	RATE-615 MULTIPLIER- 1200	KWH USED 169200	7712.1
	METER 97136250	KW DEMAND 360.00	3510.0
	READ 05/21 3845	CUSTOMER CHARGE	70.0
	READ 06/23 3986	PURCH POWER ADJ.-0060000-	1015.2
		STATE TAX	513.8
		COUNTY TAX	82.2
		TOTAL	10707.95

*\$4 91969002*

*\$10,707.95*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
165.06-	10873.01	07/10/99	10707.95

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$165.06  
FOR 3912.KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 06/30/99  
Amount Due 10707.95

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DEPARTMENT OF INTERIOR 1745  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 07/30/99

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	10292.79
	RATE-615 MULTIPLIER- 1200	KWH USED 165600	7548.05
	METER 97136250	KW DEMAND 432.00	4212.00
	READ 06/23 3986	CUSTOMER CHARGE	70.00
	READ 07/23 4124	PURCH POWER ADJ.0060000-	993.60-
		STATE TAX	541.82
		COUNTY TAX	86.69
		TOTAL	21757.75

*PX 92189004*  
*\$11,464.96*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
10292.79	11464.96	08/09/99	21757.75

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$415.16  
FOR 9914 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

ACCOUNT DEPARTMENT OF I 29740-000  
Date 07/30/99  
To: At Due 21757.75

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DEPARTMENT OF INTERIOR 1704  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 08/31/99

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	900.29
	RATE-615 MULTIPLIER- 1200	KWH USED 146400	6672.91
	METER 97136250	KW DEMAND 348.00	3393.00
	READ 07/23 4124	CUSTOMER CHARGE	70.00
	READ 08/20 4246	PURCH POWER ADJ.0060000-	878.40
		STATE TAX	462.88
		COUNTY TAX	74.06
		TOTAL	8894.16

PX 92519001

\$8,894.16

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
900.29-	9794.45	09/10/99	8894.16

9794.45  
- 900.29  
-----  
8,894.16

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$485.13 FOR 11,585 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Date 08/31/99  
amt Due 8894.16

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TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 09/30/99

PAGE NUMBER 1

SUB-ACCT	SERVICE/LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SOPAI	PRIOR BALANCE	221.10-
	RATE-615 MULTIPLIER- 1200	KWH USED 186000	8477.88
	METER 97136250	KW DEMAND 348.00	3393.00
	READ 08/20 4246	CUSTOMER CHARGE	70.00
	READ 09/22 4401	PURCH POWER ADJ.0060000-	1116.00-
		STATE TAX	541.24
		COUNTY TAX	86.60
		TOTAL	11231.62

*Pay 92819004*

*\$11,231.62*

*14.20 INTEREST*

*\$11,245.82*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
221.10-	11452.72	10/10/99	11231.62

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$221.10 FOR 5280 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Due Date 09/30/99  
Amt Due 11231.62

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DEPARTMENT OF INTERIOR 1754  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 10/29/99  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	649.12-
	RATE-615 MULTIPLIER- 1200	KWH USED 142800	6508.82
	METER 97136250	KW DEMAND 360.00	3510.00
	READ 09/22 4401	CUSTOMER CHARGE	70.00
	READ 10/19 4520	PURCH POWER ADJ.0060000-	856.80-
		STATE TAX	461.60
		COUNTY TAX	73.86
		TOTAL	9118.36

*PX 93139001*  
*\$ 9,118.36*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
649.12-	9767.48	11/08/99	9118.36

*9767.48*  
*- 649.12*  
*9,118.36*

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$543.90 FOR  
12,988 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Date 10/29/99  
To Amt Due 9118.36

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PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 11/30/99  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	-326.17
	RATE-605 MULTIPLIER 1200	KWH USED 178800	8149.70
	METER 97136250	CUSTOMER CHARGE	70.00
	READ 10/19 4520	REFUND	-1072.80
	READ 11/23 4669	DEMAND CHARGE 612	5967.00
		STATE TAX	655.70
		COUNTY TAX	104.91
		TOTAL	13548.34

PX 93639001  
\$13,548.34

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
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-326.17      13874.51      02/23/98      13548.34

- 326.17  
\$13,548.34

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$326.17  
FOR 7,789 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNTSPT OF INT 29740-000  
Date 11/30/99  
Total Due 13548.34

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DEPARTMENT OF INTERIOR 1707  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 12/30/99

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	13166.70
	RATE-615 MULTIPLIER- 1200	KWH USED 235200	10720.42
	METER 97136250	KW DEMAND 732.00	7137.00
	READ 11/23 4669	CUSTOMER CHARGE	70.00
	READ 12/22 4865	PURCH POWER ADJ.0060000-	1411.20-
		STATE TAX	825.81
		COUNTY TAX	132.13
		TOTAL	30640.86



BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
13166.70	17474.16	01/09/00	30640.86

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$381.64  
FOR 9114 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.

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ACCOUNT DEPARTMENT OF I 29740-000

Invoice Date 12/30/99

Amount Due 30640.86

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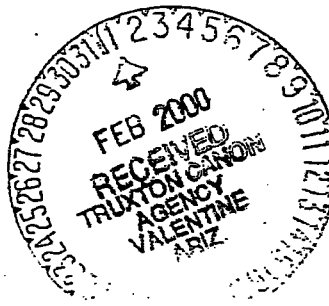
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DEPARTMENT OF INTERIOR 1732  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 01/31/00  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	16696.63
	RATE-615 MULTIPLIER- 1200	KWH USED 261600	11923.73
	METER 97136250	KW DEMAND 648.00	6318.00
	READ 12/22 4865	CUSTOMER CHARGE	70.00
	READ 01/21 5083	PURCH POWER ADJ.0060000-	1569.60-
		STATE TAX	837.11
		COUNTY TAX	133.94
		TOTAL	34409.81



*M. G. H. B.*

X

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
16696.63	<del>17713.18</del>	02/10/00	34409.81

*Paid 3/10/00*

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$502.59 FOR  
12,002 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

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Bullhead City, AZ 86430

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 01/31/00  
To Amt Due 34409.81

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TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 02/29/00  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	33931.89
	RATE-615 MULTIPLIER- 1200	KWH USED 225600	10282.85
	METER 97136250	CUSTOMER CHARGE	70.00
	READ 02/23 5271	DEMAND CHARGE KW 540.00	5265.00
	READ 01/21 5083	REFUND -0.00600	-1353.60
		STATE TAX	713.21
		COUNTY TAX	114.11
		TOTAL	49023.46

*Logged into  
MESC log*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
33931.89	15091.57	3/10/00	49023.46

*Paid 3/16/00*

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$477.92 FOR  
11,413 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPT OF INT 29740-000  
Invoice Date 2/29/00  
Tr Amt Due 49501.38

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DEPARTMENT OF INTERIOR 1784  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 03/30/00

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	1899.94-
	RATE-615 MULTIPLIER- 1200	KWH USED 178800	8149.70
	METER 97136250	KW DEMAND 576.00	5616.00
	READ 02/23 5271	CUSTOMER CHARGE	70.00
	READ 03/22 5420	PURCH POWER ADJ.0060000-	1072.80-
		STATE TAX	638.15
		COUNTY TAX	102.10
		PROPERTY VALUE TAX	16439.50
		TOTAL	28042.71

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
1899.94-	29942.65	04/09/00	28042.71

*Logged into MSC Log*

*Paid 4/11/00*

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$662.27 FOR 15,815 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 03/30/00  
Total Amt Due 28042.71

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DEPARTMENT OF INTERIOR 1753  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 04/28/00  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	251.47
	RATE-615 MULTIPLIER- 1200	KWH USED 154800	7055.78
	METER 97136250	KW DEMAND 576.00	5616.00
	READ 03/22 5420	CUSTOMER CHARGE	70.00
	READ 04/24 5549	PURCH POWER ADJ-0000000-	928.80
		STATE TAX	590.65
		COUNTY TAX	94.50
		TOTAL	12246.66

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
251.47-	12498.13	05/08/00	12246.66

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$247.03 for  
5,899 KWH USAGE BILLED TO OTHER METERS.

HAVE YOUR AIR CONDITIONING SYSTEM CHECKED BY A PRO FOR PEAK  
PERFORMANCE. KEEP OUTDOOR FAN UNIT AREA CLEAR OF DEBRIS.  
CONSIDER A NEW ENERGY EFFICIENT ELECTRIC HEAT PUMP TO TAKE  
THE PLACE OF SEPARATE GAS AND ELECTRIC SYSTEMS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 04/28/00  
Amt Due 12246.66

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DEPARTMENT OF INTERIOR  
TRUXTON CANYON AGENCY  
PO BOX 37

VALENTINE AZ 86430-0037

ACCOUNT NUMBER

29740

INVOICE DATE

06/30/00

PAGE NUMBER

1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LUNG MESA-SUPAI	PRIOR BALANCE	11844.36
	RATE-615 MULTIPLIER- 1200	KWH USED 178800	8149.70
	METER 97136250	KW DEMAND 372.00	3627.00
	READ 05/23 5680	CUSTOMER CHARGE	70.00
	READ 06/26 5829	PURCH POWER ADJ.00600000-	1072.80
		STATE TAX	538.70
		COUNTY TAX	86.19
		TOTAL	23243.15

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
11844.36	11398.79	07/10/00	23243.15

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$392.24 FOR  
-9369 KWH USAGE BILLED TO OTHER METERS.

se mail stub with payment or bring entire bill with payment to:

COUNTY DEPARTMENT OF INTERIOR  
P.O. Box 2000  
Bullhead City, AZ 86430  
23243.15

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VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 07/31/00

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	11474.18
	RATE-615 MULTIPLIER- 1200	KWH USED 163200	7438.66
	METER 97136250	KW DEMAND 348.00	3393.00
	READ 06/26 5829	CUSTOMER CHARGE	70.00
	READ 07/25 5965	PURCH POWER ADJ.0060000-	979.20-
		STATE TAX	496.12
		COUNTY TAX	79.38
		TOTAL	21972.14

*Faxed  
8/15/00*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
11474.18	10497.96	08/10/00	21972.14

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$370.18 FOR  
8840 KWH USAGE BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

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ACCT NO. DEPARTMENT OF 1 29740-000  
Date 07/31/00  
Amt Due 21972.14

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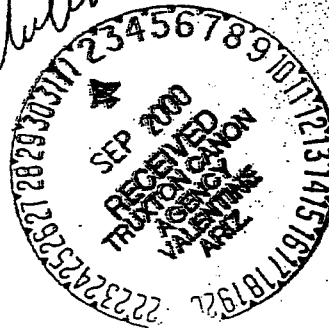
Electric cooperative  
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DEPARTMENT OF INTERIOR 1741  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 08/31/00  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAT	PRIOR BALANCE	349.36
	RATE-615 MULTIPLIER- 1200	KWH USED 204000	9298.32
	METER 97136250	KW DEMAND 384.00	3744.00
	READ 07/25 5965	CUSTOMER CHARGE	70.00
	READ 08/24 6135	PURCH POWER ADJ.0060000-	1224.00
		STATE TAX	594.42
		COUNTY TAX	95.11
		TOTAL	12228.49



BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
349.36	12577.85	09/10/00	12228.49

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$349.36  
FOR 3,343 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

ACCOUNT DEPARTMENT OF I 29740-000  
Date 08/31/00  
amt Due 12228.49

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A Touchstone Energy Partner

O. Box 2000  
Bullhead City, Arizona 86430  
(520) 763-1100

DEPARTMENT OF INTERIOR 1701  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 09/29/00

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	389.91-
	RATE-615 MULTIPLIER- 1200	KWH USED 147600	6727.61
	METER 97136250	KW DEMAND 420.00	4095.00
	READ 08/24 6135	CUSTOMER CHARGE	70.00
	READ 09/25 6258	PURCH POWER ADJ.0060000-	885.60-
		STATE TAX	500.35
		COUNTY TAX	80.06
		TOTAL	10197.51

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AND FED ASSISTANCE

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
389.91-	10587.42	10/09/00	10197.51

NOTICE: PRIOR BALANCE HAS BEEN REDUCED BY \$389.91 FOR  
9311 KWH USAGE BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Date 09/29/00  
Amt Due 10197.51

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

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DEPARTMENT OF INTERIOR 1702  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037



ACCOUNT NUMBER 29740  
INVOICE DATE 10/30/00  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	257.66-
	RATE-615 MULTIPLIER- 1200	KWH USED 128400	5852.47
	METER 97136250	KW DEMAND 420.00	4095.00
	READ 09/25 6258	CUSTOMER CHARGE	70.00
	READ 10/23 6365	PURCH POWER ADJ.0060000-	770.40-
		STATE TAX	462.35
		COUNTY TAX	73.98
		TOTAL	9525.74

*Revised 11/1/00*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
257.66-	9783.40	11/09/00	9525.74

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$257.66 FOR 5761 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:


ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 10/30/00  
Total Amt Due 9525.74

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928 Hancock Road  
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DEPARTMENT OF INTERIOR 1715  
TRUKTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 11/30/00

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	207.28-
	RATE-615 MULTIPLIER- 1200	KWH USED 232800	10611.02
	METER 97136250	KW DEMAND 600.00	5850.00
	READ 10/23 6365	CUSTOMER CHARGE	70.00
	READ 11/27 6559	PURCH POWER ADJ.0060000-	1396.80-
		STATE TAX	756.71
		COUNTY TAX	121.07
		CC-REFUND	541.26-
		TOTAL	15263.46

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
207.28-	15470.74	12/10/00	15263.46

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$190.86  
FOR 4558 KWH USAGE BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-100  
Invoice Date 11/30/00  
Amt Due 15263.46

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DEPARTMENT OF INTERIOR 1698  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 12/29/00  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	201.50-
	RATE-615 MULTIPLIER- 1200	KWH USED 229200	10446.94
	METER 97136250	KW DEMAND 636.00	6201.00
	READ 11/27 6559	CUSTOMER CHARGE	70.00
	READ 12/21 6750	PURCH POWER ADJ.0060000-	1375.20-
		STATE TAX	767.14
		COUNTY TAX	122.74
		TOTAL	16031.12

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
201.50-	16232.62	01/08/01	16031.12

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$201.50  
FOR 4812 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 12/29/00  
Total Amt Due 16031.12

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DEPARTMENT OF INTERIOR 1720  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037



ACCOUNT NUMBER 29740

INVOICE DATE 01/29/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	161.85-
	RATE-615 MULTIPLIER- 1200	KWH USED 296400	13509.91
	METER 97136250	KW DEMAND 648.00	6318.00
	READ 12/21 6750	CUSTOMER CHARGE	70.00
	READ 01/24 6997	PURCH POWER ADJ.0060000-	1778.40-
		STATE TAX	905.98
		COUNTY TAX	144.96
		TOTAL	19008.60

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
161.85-	19170.45	02/08/01	19008.60 ✓

Please mail stub with payment or bring entire bill with payment to:

Mohave Electric Cooperative, Inc.

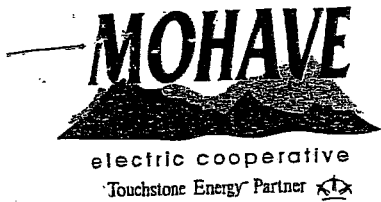
P.O. Box 2000

928 Hancock Road

Bullhead City, AZ 86430

ACCOUNT  
DATE  
AMOUNT DUE

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DEPARTMENT OF INTERIOR 1723  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 02/28/01  
PAGE NUMBER 1

SUB CCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	366.66-
	RATE-615 MULTIPLIER- 1200	KWH USED 246000	11212.68
	METER 97136250	KW DEMAND 648.00	6318.00
	READ 01/24 6997	CUSTOMER CHARGE	70.00
	READ 02/23 7202	PURCH POWER ADJ. 0060000-	1476.00-
		STATE TAX	806.23
		COUNTY TAX	129.00
		TOTAL	16693.25

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
366.66-	17059.91	03/10/01	16693.25

P.O. # H682601005 3/09/01  
(002) H68260 2001 2002 96410 233K net  
\$20,150.23

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$366.66 FOR  
8,756 KWH USAGE BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 02/28/01  
Amount Due 16693.25

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928 Hancock Road  
Bullhead City, AZ 86430

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DEPARTMENT OF INTERIOR 1733  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 03/29/01  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	409.54-
	RATE-615 MULTIPLIER- 1200	KWH USED 186000	8477.88
	METER 97136250	KW DEMAND 552.00	5382.00
	READ 02/23 7202	CUSTOMER CHARGE	70.00
	READ 03/22 7357	PURCH POWER ADJ.0060000-	1116.00-
		STATE TAX	640.69
		COUNTY TAX	102.51
		TOTAL	13147.54

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
409.54-	13557.08	04/08/01	13147.54

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$409.54  
FOR 9,780 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Date 03/29/01  
Amt Due 13147.54

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TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 04/30/01  
PAGE NUMBER 1

SERVICE LOCATION	DESCRIPTION	AMOUNT
00 LONG MESA-SUPAI	PRIOR BALANCE	291.57-
RATE-615 MULTIPLIER- 1200	KWH USED 160800	7329.26
METER 97136250	KW DEMAND 540.00	5265.00
READ 03/22 7357	CUSTOMER CHARGE	70.00
READ 04/24 7491	PURCH POWER ADJ.0060000-	964.80-
	STATE TAX	584.97
	COUNTY TAX	93.60
	TOTAL	12086.46

Note: MEC Kept Original When Paid!

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
291.57-	12378.03	05/10/01	12086.46

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$291.57  
FOR 6963 KWH USAGE BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 04/30/01  
Total Amt Due 12086.46

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ACCOUNT NUMBER 29740

INVOICE DATE 05/30/01

PAGE NUMBER 1

SUB ACCT		SERVICE LOCATION	DESCRIPTION	AMOUNT
000		LONG MESA-SUPAI	PRIOR BALANCE	313.74-
		RATE-615 MULTIPLIER- 1200	KWH USED 127200	5797.78
		METER 97136250	KW DEMAND 324.00	3159.00
		READ 04/24 7491	CUSTOMER CHARGE	70.00
		READ 05/23 7597	PURCH POWER ADJ.0060000-	763.20-
			STATE TAX	413.18
			COUNTY TAX	66.11
			TOTAL	8429.13

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BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
313.74-	8742.87	06/09/01	8429.13

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 VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
 INVOICE DATE 06/28/01  
 PAGE NUMBER 1

\*\*\* CORRECTED BILL \*\*\*

SERVICE LOCATION	DESCRIPTION	AMOUNT
000 LONG MESA-SUPAI	PRIOR BALANCE	390.40-
RATE-615 MULTIPLIER- 1200	KWH USED 186000	8477.88
METER 97136250	KW DEMAND 372.00	3627.00
READ 05/23 7597	CUSTOMER CHARGE	70.00
READ 06/25 7752	PURCH POWER ADJ.0060000-	1116.00-
	STATE TAX	619.30
	COUNTY TAX	88.47
	TOTAL	11376.25

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
390.40-	11766.65	07/08/01	11376.25

Notice: The prior balance has been reduced by \$ 390.40 for 9,270 Kwh usage billed to other meters.

ELECTIONS FOR 3 OPEN SEATS ON THE BOARD OF DIRECTORS WILL BE HELD IN LATE JUNE. THE 55TH ANNUAL MEETING OF THE MEMBERSHIP WILL BE ON JUNE 29 IN MOHAVE HIGH SCHOOL AUDITORIUM. FULL DETAILS ARE IN AN OFFICIAL NOTICE BEING MAILED TO MEMBERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
 Invoice Date 06/28/01  
 Total Amt Due 11376.25

Mohave Electric Cooperative, Inc.  
 P.O. Box 2000  
 928 Hancock Road  
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DEPARTMENT OF INTERIOR 1723  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 07/30/01  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	365.25-
	RATE-615 MULTIPLIER- 1200	KWH USED 157200	7165.18
	METER 97136250	KW DEMAND 372.00	3627.00
	READ 06/25 7752	CUSTOMER CHARGE	70.00
	READ 07/24 7883	PURCH POWER ADJ.0060000-	943.20-
		STATE TAX	555.46
		COUNTY TAX	79.35
		TOTAL	10188.54

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BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
365.25-	10553.79	08/09/01	10188.54



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*Myakka  
9/2/01*

DEPARTMENT OF INTERIOR 1708  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 08/28/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LUNG MESA-SUPAI	PRIOR BALANCE	510.33-
	RATE-615 MULTIPLIER- 1200	KWH USED 175200	7985.62
	METER 97136250	KW DEMAND 408.00	3978.00
	READ 07/24 7883	CUSTOMER CHARGE	70.00
	READ 08/22 8029	PURCH POWER ADJ. 0060000-	1051.20-
		STATE TAX	615.02
		COUNTY TAX	87.86
		TOTAL	11174.97

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BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
510.33-	11685.30	09/07/01	11174.97

*MC  
9/21/01  
\$16,623.69*



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DEPARTMENT OF INTERIOR 1742  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 09/28/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	471.21
	RATE-615 MULTIPLIER- 1200	KWH USED 163200	7438.66
	METER 97136250	KW DEMAND 372.00	3627.00
	READ 08/22 8029	CUSTOMER CHARGE	70.00
	READ 09/21 8165	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	979.20
		STATE TAX	569.49
		COUNTY TAX	81.36
		TOTAL	10349.10

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BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
471.21-	10820.31	10/08/01	10349.10

344.99  
10,004.11



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TRUXTON CANYON AGENCY  
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VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
BIA Truxton Canon  
Valentine, AZ INVOICE DATE 10/26/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	10004.11
	RATE-615 MULTIPLIER- 1200	KWH USED 138000	6290.04
	METER 97136250	KW DEMAND 360.00	3510.00
	READ 09/21 8165	CUSTOMER CHARGE	70.00
	READ 10/19 8280	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ. 0060000-	828.00
		STATE TAX	507.08
		COUNTY TAX	72.44
		TOTAL	19638.67

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
10004.11	9634.56	11/05/01	19638.67

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$344.99  
FOR 8,192 KWH USAGE BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 10/26/01  
Total Amt Due 19638.67

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ACCOUNT NUMBER 29740

INVOICE DATE 11/30/01

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	394.03
	RATE-615 MULTIPLIER- 1200	KWH USED 157200	7165.18
	METER 97136250	KW DEMAND 432.00	4212.00
	READ 10/19 8280	CUSTOMER CHARGE	70.00
	READ 11/21 8411	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	943.20
		STATE TAX	588.95
		COUNTY TAX	84.14
		TOTAL	10796.04

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
394.03-	11190.01	12/10/01	10796.04



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TRUXTON CANYON AGENCY  
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VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 12/31/01  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAT	PRIOR BALANCE	321.91-
	RATE-615 MULTIPLIER- 1200	KWH USED 242400	11048.59
	METER 97136250	KW DEMAND 600.00	5850.00
	READ 11/21 8411	CUSTOMER CHARGE	70.00
	READ 12/21 8613	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1454.40-
		STATE TAX	869.52
		COUNTY TAX	124.22
		TOTAL	16199.02

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
321.91-	16520.93	01/10/02	16199.02

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$321.91  
FOR 7,644 KWH USAGE BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 12/31/01  
Amt Due 16199.02

**Mohave Electric Cooperative, Inc.**  
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DEPARTMENT OF INTERIOR 1799  
TRUXTON CANYON AGENCY  
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VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 02/28/02  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	338.63
	RATE-615 MULTIPLIER- 1200	KWH USED 260400	11869.03
	METER 97136250	KW DEMAND 636.00	6201.00
	READ 01/22 8846	CUSTOMER CHARGE	70.00
	READ 02/21 9063	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1562.40
		STATE TAX	929.08
		COUNTY TAX	132.73
		TOTAL	17313.81

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Valentine, AZ

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
338.63	17652.44	03/10/02	17313.81

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY 8,041 KWH  
USAGE BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 02/28/02  
Amt Due 17313.81

Mohave Electric Cooperative, Inc.  
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DEPARTMENT OF INTERIOR 1753  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740

INVOICE DATE 03/28/02

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	255.71
	RATE-615 MULTIPLIER- 1200	KWH USED 198000	9024.84
	METER 97136250	KW DEMAND 636.00	6201.00
	READ 02/21 9063	CUSTOMER CHARGE	70.00
	READ 03/20 9228	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1188.00
		STATE TAX	790.77
		COUNTY TAX	112.97
		TOTAL	14768.87

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
255.71	15024.58	04/07/02	14768.87

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$255.71 FOR  
6,072 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 03/28/02  
Total Amt Due 14768.87

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
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DEPARTMENT OF INTERIOR 2528  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 05/01/02  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	523.64-
	RATE-615 MULTIPLIER- 1200	KWH USED 144000	6563.52
	METER 97136250	KW DEMAND 468.00	4563.00
	READ 03/20 9228	CUSTOMER CHARGE	70.00
	READ 04/19 9348	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	864.00-
		STATE TAX	579.35
		COUNTY TAX	82.76
		TOTAL	10483.99

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
523.64-	11007.63	05/11/02	10483.99

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$523.64 FOR  
12434 KWH BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 05/01/02  
T Amount Due 10483.99

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DEPARTMENT OF INTERIOR 2519  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 06/03/02  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	431.32-
	RATE-615 MULTIPLIER- 1200	KWH USED 157200	7165.18
	METER 97136250	KW DEMAND 396.00	3861.00
	READ 04/19 9348	CUSTOMER CHARGE	70.00
	READ 05/21 9479	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000	943.20-
		STATE TAX	3331.13
		COUNTY TAX	475.88
		PROPERTY VALUE TAX	49318.50
		TOTAL	62860.17

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BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
431.32-	63291.49	06/13/02	62860.17

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$431.32  
FOR 10,242 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 06/03/02  
Amt Due 62860.17

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DEPARTMENT OF INTERIOR 2474  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 07/01/02  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	449.73-
	RATE-615 MULTIPLIER- 1200	KWH USED 205200	9353.02
	METER 97136250	KW DEMAND 408.00	3978.00
	READ 05/21 9479	CUSTOMER CHARGE	70.00
	READ 06/25 9650	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1231.20-
		STATE TAX	682.24
		COUNTY TAX	97.46
		TOTAL	12512.79

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
449.73-	12962.52	07/11/02	12512.79

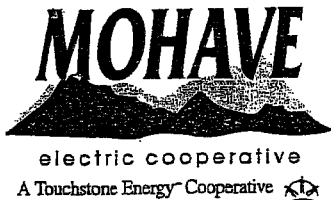
NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$449.73  
FOR 10,679 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

COUNT DEPARTMENT OF I 29740-000  
e Date 07/01/02  
Amt Due 12512.79

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DEPARTMENT OF INTERIOR 2562  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 08/01/02  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	527.92-
	RATE-615 MULTIPLIER- 1200	KWH USED 169200	7712.14
	METER 97136250	KW DEMAND 384.00	3744.00
	READ 06/25 9650	CUSTOMER CHARGE	70.00
	READ 07/22 9791	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1015.20-
		STATE TAX	589.34
		COUNTY TAX	84.19
		TOTAL	10669.55

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*9-2002*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
527.92-	11197.47	08/11/02	10669.55

THE PRIOR BALANCE HAS BEEN REDUCED BY \$527.92  
FOR 12,601 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
ice Date 08/01/02  
Amt Due 10669.55

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TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 10/01/02  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	571.35-
	RATE-615 MULTIPLIER- 1200	KWH USED 180000	8204.40
	METER 97136250	KW DEMAND 492.00	4797.00
	READ 08/21 9954	CUSTOMER CHARGE	70.00
	READ 09/23 10104	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ. 0060000-	1080.00-
		STATE TAX	672.25
		COUNTY TAX	96.04
		TOTAL	12201.34

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11-2002

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
571.35-	12772.69	10/11/02	12201.34

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$571.35  
FOR 13,567 KWH BILLED TO OTHER METERS.

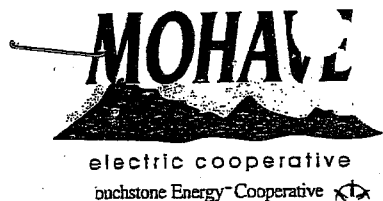
Please mail stub with payment or bring entire bill with payment to:

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AMOUNT DEPARTMENT OF I 29740-000  
Date 10/01/02  
Amt Due 12201.34

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DEPARTMENT OF INTERIOR 2590  
TRUXTON CANYON AGENCY  
PO BOX 37  
VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 11/01/02  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	411.70-
	RATE-615 MULTIPLIER- 1200	KWH USED 138000	6290.04
	METER 97136250	KW DEMAND 360.00	3510.00
	READ 09/23 10104	CUSTOMER CHARGE	70.00
	READ 10/21 10219	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	828.00-
		STATE TAX	507.08
		COUNTY TAX	72.44
		TOTAL	9222.86

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
411.70-	9634.56	11/11/02	9222.86

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$411.70  
FOR 9,827 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Invoice Date 11/01/02  
Total Amount Due 9222.86

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DEPARTMENT OF INTERIOR 2539  
TRUXTON CANYON AGENCY  
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ACCOUNT NUMBER 29740  
INVOICE DATE 12/02/02  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAT	PRIOR BALANCE	8842.03
	RATE-615 MULTIPLIER- 1200	KWH USED 189600	8641.97
	METER 97136250	KW DEMAND 504.00	4914.00
	READ 10/21 10219	CUSTOMER CHARGE	70.00
	READ 11/22 10377	MANDATED BY ACC.	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ. 0060000	1137.60
		STATE TAX	700.08
		COUNTY TAX	100.01
		TOTAL	22143.49

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01-2003

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
8842.03	13301.46	12/12/02	22143.49

BALANCE FORWARD IS SUBJECT TO SERVICE DISCONNECTION.  
CURRENT DUE DATE IS FOR CURRENT AMOUNT ONLY.

EXPERIENCE THE "GIFT OF GIVING". BRING CANNED GOODS TO THE  
CUSTOMER SERVICE OFFICE ON HANCOCK RD FOR DONATION TO THE  
SALVATION ARMY AND CATHOLIC SOCIAL SERVICES. ONE CANNED GOOD  
FROM EACH MEMBER CAN MAKE A TREMENDOUS DIFFERENCE.

Please mail stub with payment or bring entire bill with payment to:

COUNT DEPARTMENT OF I 29740-000  
Invoice Date 12/02/02  
Total Amt Due 22143.49

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VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 01/02/03  
PAGE NUMBER 1

**\*\*CORRECTED BILL\*\***

SUB-ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	380.71-
	RATE-615 MULTIPLIER- 1200	KWH USED 208800	9517.10
	METER 97136250	KW DEMAND 684.00	6669.00
	READ 11/22 10377	CUSTOMER CHARGE	70.00
	READ 12/20 10551	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1252.80-
		STATE TAX	840.91
		COUNTY TAX	120.13
		TOTAL	15596.63

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
380.71-	15977.34	01/12/03	15596.63

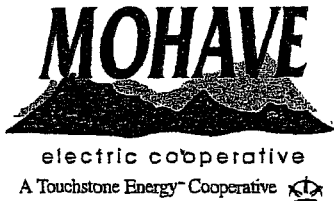
NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$380.71  
FOR 9087 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

AC NT DEPARTMENT OF I 29740-000  
Inv Date 01/02/03  
Total Amt Due 15596.63

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DEPARTMENT OF INTERIOR 2631  
TRUXTON CANYON AGENCY  
PO BOX 37  
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ACCOUNT NUMBER 29740  
INVOICE DATE 02/03/03  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	256.08
	RATE-615 MULTIPLIER- 1200	KWH USED 274800	12525.38
	METER 97136250	KW DEMAND 528.00	5148.00
	READ 12/20 10551	CUSTOMER CHARGE	70.00
	READ 01/27 10780	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1648.80
		STATE TAX	902.02
		COUNTY TAX	128.86
		TOTAL	16882.38
BALANCE FORWARD		CURRENT AMOUNT	CURRENT DUE DATE
256.08-		17138.46	02/13/03
			TOTAL AMOUNT DUE
			16882.38

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$256.08  
FOR 6112 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

COUNT DEPARTMENT OF I 29740-000  
Invoice Date 02/03/03  
Total Amt Due 16882.38

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TRUXTON CANYON AGENCY  
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VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 03/03/03  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT	
000	LONG MESA-SUPAI	PRIOR BALANCE	351.92-	
	RATE-615 MULTIPLIER- 1200	KWH USED 224400	10228.15	
	METER 97136250	KW DEMAND 576.00	5616.00	
	READ 01/27 10780	CUSTOMER CHARGE	70.00	
	READ 02/26 10967	MANDATED BY ACC.		
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00	
		PURCH POWER ADJ.0060000-	1346.40-	
		STATE TAX	816.52	
		COUNTY TAX	116.65	
		TOTAL	15162.00	
BALANCE FORWARD		CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
351.92-		15513.92	03/13/03	15162.00

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$351.92 FOR  
8,400 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
Date 03/03/03  
Amt Due 15162.00

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DEPARTMENT OF INTERIOR 2640  
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VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 04/01/03  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	325.74
	RATE-615 MULTIPLIER- 1200	KWH USED 172800	7876.22
	METER 97136250	KW DEMAND 552.00	5382.00
	READ 02/26 10967	CUSTOMER CHARGE	70.00
	READ 03/21 11111	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ. 006.0000	1036.80
		STATE TAX	689.05
		COUNTY TAX	113.82
		TOTAL	12781.55

4/8/03  
mc  
Greg

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
325.74	13107.29	04/11/03	12781.55

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$325.74  
FOR 7,735 KWH BILLED TO OTHER METERS.

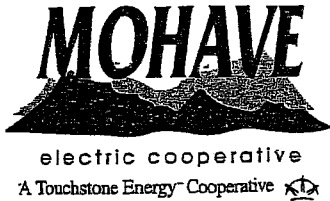
Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPARTMENT OF I 29740-000  
ce Date 04/01/03  
Amt Due 12781.55

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ACCOUNT NUMBER 29740  
INVOICE DATE 05/01/03  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT	
000	LONG MESA-SUPAT	PRIOR BALANCE	214.44	
	RATE-615 MULTIPLIER- 1200	KWH USED 165600	7548.05	
	METER 97136250	KW DEMAND 552.00	5382.00	
	READ 03/21 11111	CUSTOMER CHARGE	70.00	
	READ 04/21 11249	MANDATED BY ACC,		
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00	
		PURCH POWER ADJ.0060000-	993.60	
		STATE TAX	1593.70	
		COUNTY TAX	263.25	
		PROPERTY VALUE TAX	16439.50	
		TOTAL	30101.46	
BALANCE FORWARD		CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
214.44		30315.90	05/11/03	30101.46

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$214.44  
FOR 5,092 KWH BILLED TO OTHER METERS.

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COUNT DEPARTMENT OF I 29740-000  
oice Date 05/01/03  
otal Amt Due 30101.46

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DEPARTMENT OF INTERIOR 2672  
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VALENTINE AZ 86437-0037

ACCOUNT NUMBER 29740  
INVOICE DATE 06/02/03  
PAGE NUMBER 1

SERVICE LOCATION	DESCRIPTION	AMOUNT
LONG MESA-SUPAI	PRIOR BALANCE	204.29-
RATE-615 MULTIPLIER- 1200	KWH USED 148800	6782.30
METER 97136250	KW DEMAND 420.00	4095.00
READ 04/21 11249	CUSTOMER CHARGE	70.00
READ 05/22 11373	MANDATED BY ACC.	
	ENVIRONMENTAL PORTFOLIO SURCHG	13.00
	PURCH POWER ADJ.0060000-	892.80-
	STATE TAX	563.78
	COUNTY TAX	93.12
	TOTAL	10520.11

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
204.29-	10724.40	06/12/03	10520.11

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$204.29  
FOR 4,851 KWH BILLED TO OTHER METERS

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06/02/03  
Due 10520.11

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DEPARTMENT OF INTERIOR 2669  
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ACCOUNT NUMBER Q 29740

INVOICE DATE 07/01/03

PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
0000	LONG MESA-SUPAI	PRIOR BALANCE	204.04
	RATE-615 MULTIPLIER- 1200	KWH USED 226800	10337.54
	METER 97136250	KW DEMAND 456.00	4446.00
	READ 05/22 11373	CUSTOMER CHARGE	70.00
	READ 06/25 11562	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1360.80
		STATE TAX	756.32
		COUNTY TAX	124.93
		TOTAL	14182.95

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
204.04-	14386.99	07/11/03	14182.95

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$204.04  
FOR 4,845 KWH BILLED TO OTHER METERS.

Please mail stub with payment or bring entire bill with payment to:

/ UNT DEPARTMENT OF I 29740-000  
Date 07/01/03  
Tot. Amt Due 14182.95

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ACCOUNT NUMBER Q 29740  
INVOICE DATE 08/01/03  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
000	LONG MESA-SUPAI	PRIOR BALANCE	477.78
	RATE-615 MULTIPLIER- 1200	KWH USED 193200	8806.06
	METER 97136250	KW DEMAND 420.00	4095.00
	READ 06/25 11562	CUSTOMER CHARGE	70.00
	READ 07/23 11723	MANDATED BY ACC,	
		ENVIRONMENTAL PORTFOLIO SURCHG	13.00
		PURCH POWER ADJ.0060000-	1159.20
		STATE TAX	662.19
		COUNTY TAX	109.38
		TOTAL	12118.65

*Belinda  
8/5/03  
mc*

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
477.78-	12596.43	08/11/03	12118.65

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$477.78 FOR  
11,345 KWH BILLED TO OTHER METERS.

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re Date 08/01/03  
Amt Due 12118.65

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VALENTINE AZ 864

ACCOUNT NUMBER 29740  
INVOICE DATE 09/02/03  
PAGE NUMBER 1

SUB ACCT	SERVICE LOCATION	DESCRIPTION	AMOUNT
1	LONG MESA-SUPAI	PRIOR BALANCE	(414.48)
	RATE 615 MULTIPLIER 1200	KWH USED 230,400	10,501.63
	FROM 07/23/03	KW USED 444.00	4,329.00
	TO 08/25/03	CUSTOMER CHARGE	70.00
		EPS CHARGE	13.00
		PURCH POWER ADJ	(1,382.40)
		STATE TAX	757.75
		COUNTY TAX	125.16
TOTAL			13,999.66

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BIA Truxton Canon  
Valentine, AZ

BALANCE FORWARD	CURRENT AMOUNT	CURRENT DUE DATE	TOTAL AMOUNT DUE
(414.48)	14,414.14	09/12/03	13,999.66

NOTICE: THE PRIOR BALANCE HAS BEEN REDUCED BY \$414.48  
FOR 9,842 KWH BILLED TO OTHER METERS

Please mail stub with payment or bring entire bill with payment to:

ACCOUNT DEPT OF INTERIOR 29740-001  
Invoice Date 09/02/03  
Amount Due 13,999.66

Mohave Electric Cooperative, Inc.  
P.O. Box 2000  
928 Hancock Road  
Bullhead City, AZ 86430

PLEASE DO NOT FOLD

# Exhibit 7

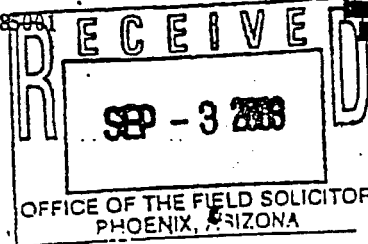


United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WESTERN REGIONAL OFFICE  
P.O. BOX 10  
PHOENIX, ARIZONA 85001

TAKE  
PRIDE IN  
AMERICA

IN REPLY  
REFER TO:

Office of the Regional Director  
(602) 379-6600  
Fax: 379-4413



September 2, 2003

CERTIFIED MAIL #7001 2510 0004 6401 3244 - RETURN RECEIPT REQUESTED

Mr. Robert Broz  
Chief Executive Officer  
Mohave Electric Cooperative, Inc.  
P.O. Box 1045  
Bullhead City, Arizona 86430

RE: Mohave Electric's Nelson-Long Mesa Line

Dear Mr. Broz:

We have received Mr. Curtis' letter dated August 7, 2003, and the copy of the "Notice of Quit Claim, Conveyance and Assignment of Interest" dated July 22, 2003, enclosed with that letter by which Mohave Electric purports to quit claim, convey and assign all of its interests in the power line from the Nelson Substation to the Long Mesa Power Transformer, together with associated rights-of-way and other interests (collectively, the "Nelson-Long Mesa Line,") to the Department of the Interior, the Bureau of Indian Affairs, the Hualapai Tribe and the Havasupai Tribe.

A deed purporting to convey an interest in real property does not vest title in the grantee until it is accepted by the grantee. *Morelos v. Morelos*, 129 Ariz. 354, 356 (Ct. App. 1981), rehg. denied; *Roosevelt Savings Bank of City of New York v. State Farm Fire and Casualty Co.*, 27 Ariz. App. 522, 524 (Ct. App. 1976). Therefore, Mohave Electric's unilateral recording and attempted delivery of this quit claim deed does not convey any of Mohave Electric's interests in the Nelson-Long Mesa Line unless and until the Department and the Bureau of Indian Affairs accept it. At this time, the Department and Bureau of Indian Affairs have not yet determined whether they will or will not accept Mohave Electric's quit claim and conveyance of the Nelson-Long Mesa Line. A determination will not be made until review of the matter is completed.

Moreover, pursuant to A.R.S. § 40-285(A), as a public service corporation Mohave Electric is precluded from selling, leasing, assigning, mortgaging or otherwise disposing of its interests in the Nelson-Long Mesa Line without first securing an appropriate authorizing order from the Arizona Corporation Commission.

Therefore, Mohave Electric remains the owner of all its interests in the Nelson-Long Mesa Line at the present time. Accordingly, we fully expect that Mohave Electric will continue to provide electric power service to all customers served by the Nelson-Long Mesa Line and to the Bureau of Indian Affairs without interruption, and to operate and maintain the line and all associated facilities, in accordance Arizona law and Mohave Electric's existing obligations.

Sincerely,

**WAYNE C. NORDWALL**

Wayne C. Nordwall  
Western Regional Director

cc: Phoenix Field Solicitor  
Superintendent, Truxton Canon Field Office

# Exhibit 8



United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WESTERN REGIONAL OFFICE  
P.O. BOX 10  
PHOENIX, ARIZONA 85001

TAKE  
PRIDE IN  
AMERICA

IN REPLY  
REFER TO:

Branch of Land and Water Resources  
(602) 379-6789

SEP 12 2003

VIA CERTIFIED MAIL #7000 0600 0023 5995 5492 - RETURN RECEIPT REQUESTED

Mr. Robert Broz  
Chief Executive Officer  
Mohave Electric Cooperative, Inc.  
P.O. Box 1045  
Bullhead City, AZ 86430

RE: Mohave Electric's Nelson-Long Mesa Line

Dear Mr. Broz:

This letter follows up on our letter to you dated September 2, 2003, and gives our further response to Mr. Curtis' letter dated August 7, 2003, and to the "Notice of Quit Claim, Conveyance and Assignment of Interest" dated July 22, 2003, by which Mohave Electric purports to quit claim, convey and assign all of its interests in the power line from the Nelson Substation to the Long Mesa Power Transformer, together with associated rights-of-way and other interests (collectively, the Nelson-Long Mesa Line), to the Department of the Interior (Department), the Bureau of Indian Affairs (BIA), the Hualapai Tribe and the Havasupai Tribe. In particular, our September 2, 2003, letter stated that the Department and BIA would determine whether they would or would not accept Mohave Electric's quit claim and conveyance of the Nelson-Long Mesa Line following review of the matter. That review is now complete.

The Department and the BIA have determined that they do not accept Mohave Electric's purported quit claim deed. Consequently, under Arizona law as cited in our September 2, 2003, letter, Mohave Electric's purported quit claim, conveyance and assignment of its interests in the Nelson-Long Mesa Line is void and of no effect. Therefore, Mohave Electric continues to own all interests in the Nelson-Long Mesa Line described in the purported quit claim deed.

In addition, the Department and the BIA reject Mohave Electric's attempt to disclaim all responsibility for the ongoing operation and maintenance of the Nelson-Long Mesa Line, and for the provision of electric power service to the customers and accounts served by the Line, including those identified in Mr. Curtis' August 7, 2003, letter. In addition, through the Nelson-Long Mesa Line, Mohave Electric delivers power to the BIA at Long Mesa substation on the Havasupai Reservation which the BIA in turn distributes to approximately 160 customers in

Supai Village at the bottom of the canyon. Any interruption of power service by Mohave Electric on the Nelson-Long Mesa Line would cause very serious consequences for the entire Supai Village community. Pursuant to Arizona statute A.R.S. § 40-285(A) and ongoing contractual obligations, Mohave Electric is responsible for continuing to provide uninterrupted power service to all its customers along the Nelson-Long Mesa Line and to operate and maintain the Line, which it still owns.

We understand that on or about July 23, 2003, Mohave Electric sent notices to its customer accounts on the Nelson-Long Mesa Line, including the BIA-Truxton Cañon Agency, giving the customers the erroneous information that their retail electric service had been transferred to the BIA and that, in the future, the BIA would be responsible for their electric service and for reading meters and billing customers. Because Mohave Electric continues to own and be responsible for the Nelson-Long Mesa Line, and for providing service to its customers, these statements are clearly untrue and misleading. Therefore, we must insist that Mohave Electric immediately notify all affected customers that the previous notice was incorrect and that Mohave Electric will continue to be responsible for providing their electric power, and for meter reading and billing.

The Department and the BIA are diligently reviewing the complex issues associated with the Nelson-Long Mesa Line and are dedicated to finding a resolution that will assure the future supply of reliable, affordable electric power for users on the Havasupai Reservation and Hualapai Reservation. At the present time, however, Mohave Electric has a continuing obligation to own, operate, and maintain the Nelson-Long Mesa Line and to provide electric power service to all its customers served by the line, and to the BIA at Long Mesa Power Transformer for transmission to Supai Village. If Mohave Power ceases to provide full and uninterrupted service to all customers served by the Nelson-Long Mesa Line and to the BIA, or ceases to operate and maintain the line and all associated facilities, the Department and the BIA will have no choice but to initiate proceedings before the Arizona Corporation Commission or another appropriate forum to secure Mohave Power's compliance with its existing legal and contractual duties.

Sincerely,

**Wayne Nordwall**  
Regional Director

cc: Phoenix Field Solicitor  
Superintendent, Truxton Canon Field Office

---

# Exhibit 9



P.O. Box 1045, Bullhead City, AZ 86430

July 23, 2003

TCIA - Department of the Interior - BIA  
Truxton Canyon Agency  
P. O. Box 37  
Valentine, Arizona 86437

*M. McArthur*  
*7/28/03*

Re: Account # 451-55; Meter No. 61-718-916

Dear Sir:

Currently, all your electricity flows over lines transferred, together with meters, to the Bureau of Indian Affairs ("BIA"), the Hualapai and Havasupai Tribes. Your retail electric service has been transferred to the BIA as the only entity authorized to deliver retail electric service to you on tribal lands. To assist in the transition, Mohave Electric will credit your account and the BIA with sixty (60) days of electric service based on your usage. The BIA will be responsible to read the meters and bill you on your future bills for electric service. You will not receive any additional bills from Mohave Electric. Also, as noted, you will be credited with the amount of your usage for the next sixty (60) days. Subsequently, the BIA will be responsible for your electric service and will invoice you for future service. There will be no service interruption. Currently, all the meters and facilities necessary to continue service uninterrupted have been transferred to the ownership and control of the BIA and the Hualapai and Havasupai tribes. The only change you will notice is that Mohave Electric will no longer read the meters, and service calls will be directed to the BIA, Truxton Canyon Agency, Valentine Arizona (phone 928/769-2286) which is experienced and already operates an existing retail electric utility service on Tribal land. In addition, you may also contact me directly with any questions you have regarding this change (phone 928/763-4115).

Sincerely,

Mohave Electric Cooperative

By

*Stephen McArthur*  
Stephen McArthur, Comptroller

cc: General Counsel  
Arizona Corporation Commission  
File  
BIA  
Hualapai Tribe  
Havasupai Tribe

# Exhibit 10

TOTAL P.03



P.O. Box 1045, Bullhead City, AZ 86430

July 23, 2003

Department of the Interior  
Truxton Canyon Agency  
P. O. Box 37  
Valentine, Arizona 86437

*McArthur  
7/28/03*

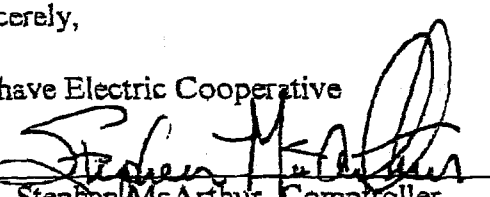
Re: Acct. # 29740-001 - Meter # 86-549-384

Dear Sir:

Currently, all your electricity flows over lines transferred, together with meters, to the Bureau of Indian Affairs ("BIA"), the Hualapai and Havasupai Tribes. Your retail electric service has been transferred to the BIA as the only entity authorized to deliver retail electric service to you on tribal lands. To assist in the transition, Mohave Electric will credit your account and the BIA with sixty (60) days of electric service based on your usage. The BIA will be responsible to read the meters and bill you on your future bills for electric service. You will not receive any additional bills from Mohave Electric. Also, as noted, you will be credited with the amount of your usage for the next sixty (60) days. Subsequently, the BIA will be responsible for your electric service and will invoice you for future service. There will be no service interruption. Currently, all the meters and facilities necessary to continue service uninterrupted have been transferred to the ownership and control of the BIA and the Hualapai and Havasupai tribes. The only change you will notice is that Mohave Electric will no longer read the meters, and service calls will be directed to the BIA, Truxton Canyon Agency, Valentine Arizona (phone 928/769-2286) which is experienced and already operates an existing retail electric utility service on Tribal land. In addition, you may also contact me directly with any questions you have regarding this change (phone 928/763-4115).

Sincerely,

Mohave Electric Cooperative

By   
Stephen McArthur, Comptroller

cc: General Counsel  
Arizona Corporation Commission  
File  
BIA  
Hualapai Tribe  
Havasupai Tribe

BEFORE THE ARIZONA CORPORATION COMMISSION

MIKE GLEASON, CHAIRMAN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE

2008 SEP 19 P 2:21

AZ CORP COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE COMPLAINT  
OF THE BUREAU OF INDIAN AFFAIRS,  
UNITED STATES OF AMERICA,  
AGAINST MOHAVE ELECTRIC  
COOPERATIVE, INC. AS TO SERVICES  
TO THE HAVASUPAI AND  
HUALAPAI INDIAN RESERVATIONS

DOCKET NO. E-01750A-05-0579

BUREAU OF INDIAN AFFAIRS  
PREPARED DIRECT TESTIMONY OF  
PHILIP ENTZ

The Bureau of Indian Affairs ("BIA") submits the following prepared direct  
testimony of Philip Entz:

**TABLE OF CONTENTS**

I.	Introduction.....	1
II.	The Bar Four Development .....	2

**I. Introduction**

Q: What is your name and what do you do for a living?

A: Phil Entz. I am the president and owner of UrbanTech Ltd.

Q: Where is UrbanTech located?

A: Phoenix, Arizona.

Q: What does UrbanTech do?

A: UrbanTech specializes in property development, such as the  
management, design, planning and construction management of residential and  
commercial projects.

Q: Has UrbanTech worked with Indian tribes located in Arizona?

A: Yes.

Q: Since when?



1 A: Since approximately 1991.

2 Q: In addition to the management, design, planning and construction of  
3 developments on tribal lands, what else do you do for tribes?

4 A: I often assist tribes in applying for federal grants for their various  
5 development projects.

6 **II. The Bar Four Development**

7 Q: Have you worked on the Bar Four development on the Havasupai  
8 reservation?

9 A: Yes.

10 Q: How did you become involved with the Bar Four development?

11 A: In 1998, the Havasupai Tribe hired UrbanTech to obtain funding for  
12 improvements in the Bar Four area.

13 Q: Why are the Havasupai developing the Bar Four area?

14 A: Most Havasupai members live in Supai Village, which is located at the  
15 bottom of the Grand Canyon. There are few remaining sites available for new housing  
16 at the bottom of the Grand Canyon. Due to population growth, living space in Supai  
17 Village has become very limited and housing units are overcrowded. To relieve this  
18 overcrowding at the bottom of the Grand Canyon, the Havasupai Tribe wishes and  
19 needs to develop and construct housing on the mesas above the Canyon. Bar Four is  
20 one of these, and is still within the Havasupai reservation. Plus Indian Route 18 is  
21 already developed and provides nearby access to this mesa. Once developed, Bar  
22 Four will consist of up to 100 houses and some commercial buildings.

23 Q: You mentioned that the Havasupai hired you to obtain funding for Bar  
24 Four. Did you obtain funding to bring electricity to Bar Four?

25 A: Yes.

26 Q: What was your role?  
27  
28

1           A:     On behalf of the Havasupai Tribe, I have written and submitted three grant  
2 applications for funding from the United States Department of Housing and Urban  
3 Development ("HUD"). One grant application was to extend electricity from the electric  
4 line that runs from Mohave Electric Cooperative's ("Mohave") Nelson substation to Long  
5 Mesa. I believe that line is the subject of this case. The extension would begin at  
6 approximately mile marker 43 where the existing line turns toward Long Mesa from  
7 Indian Route 18. The extension would run along Indian Route 18 to the road that enters  
8 the Bar Four area. This is the 13 mile spur that is connected to the existing 70 mile  
9 electric line. The second grant application was to build a line from the end of the 13  
10 mile spur and into the Bar Four housing area, a couple of miles in length. The third  
11 grant application was to incorporate that line and add a couple of miles of line beyond  
12 the housing area to reach an existing water pumping station that would serve the  
13 development.

14           Q:     Did the BIA approve these grant applications before the Havasupai  
15 submitted them to HUD?

16           A:     No.

17           Q:     With regard to your preparation of the grant application for the 13 mile  
18 spur, did you contact Mohave?

19           A:     Yes.

20           Q:     Why?

21           A:     To complete the HUD application, I needed to know whether or not  
22 Mohave would maintain the 13 mile spur once it was built.

23           Q:     How and when did you contact Mohave about maintaining the line?

24           A:     I called Mohave several times in about July, 1998.

25           Q:     What did Mohave say?

26           A:     Mohave never returned my phone calls.  
27  
28

1 A: Yes.

2 Q: Did the BIA approve the Havasupai's bid request before it was published?

3 A: No.

4 Q: How many bids were submitted to the Havasupai Tribe?

5 A: Six.

6 Q: Who won the bid and when?

7 A: Southwest Energy Solutions in June, 2000.

8 Q: Did the Havasupai enter into a contract with Southwest Energy Solutions  
9 to build the spur?

10 A: Yes.

11 Q: Was the BIA a party to the construction contract with Southwest Energy  
12 Solutions?

13 A: No.

14 Q: What role, if any, did the BIA have in construction of the spur?

15 A: Very little. The spur runs along Indian Route 18, which is a BIA road right  
16 of way. So that the Havasupai could use the BIA's right of way, the BIA reviewed pole  
17 placements for traffic safety reasons. Also, the BIA planned to complete an  
18 environmental assessment for the spur. Because of a lack of BIA staff resources, the  
19 BIA hired me to complete the environmental assessment.

20 Q: Before beginning construction, did you or the Havasupai invite Mohave to  
21 participate in the final construction planning?

22 A: Yes. On July 9, 2003 Havasupai Tribal Chairman Don Watahomigie wrote  
23 Robert Broz, Mohave General Manager, and invited Mohave to participate in the  
24 upcoming preconstruction conference. Exhibit 3 is a copy of the Tribal Chairman's  
25 letter.

26 Q: Did Mohave accept the Tribal Chairman's invitation to attend the  
27 preconstruction conference?  
28

1 A: No.

2 Q: Did the BIA design the spur?

3 A: No.

4 Q: Who designed the spur?

5 A: The Havasupai contracted with Southwest Energy Solutions to design and  
6 build the spur. Southwest Energy Solutions sub-contracted with Electrical Consultants,  
7 Inc. of Tucson to do the design.

8 Q: When did construction begin?

9 A: October, 2003.

10 Q: Did the BIA build the spur?

11 A: No.

12 Q: Who built the spur?

13 A: The Havasupai, using Southwest Energy Solutions as its contractor.

14 Q: Did the BIA pay for construction of the spur?

15 A: No.

16 Q: Who paid for construction of the spur?

17 A: The Havasupai, using the 1998 HUD grant funds and Havasupai general  
18 funds.

19 Q: Have the Havasupai completed construction of the spur?

20 A: Yes, construction was completed in May, 2004.

21 Q: Is the spur currently energized?

22 A: No.

23 Q: Does this conclude your testimony?

24 A: Yes.

1 Q: When did you, on behalf of the Havasupai Tribe, file the grant application  
2 for the spur with HUD?

3 A: In September of 1998.

4 Q: Did HUD approve the Havasupai's grant application to build the 13 mile  
5 spur?

6 A: Yes, in January, 1999.

7 Q: What was the dollar amount to the HUD grant for the spur?

8 A: \$550,000.

9 Q: What was the \$550,000 to be used for?

10 A: Everything from engineering to an environmental assessment to the actual  
11 construction of the spur.

12 Q: Once HUD approved the grant to build the spur, did you have reason to  
13 again contact Mohave?

14 A: Yes, I asked Mohave to provide me with their specifications for the  
15 planned spur. Exhibit 1 is my letter dated April 3, 2000 to Mohave where I asked for  
16 Mohave's specs.

17 Q: Did Mohave respond to you?

18 A: Yes. I received a letter from Mohave's attorneys dated May 17, 2000 in  
19 which Mohave refused to provide its specs to the Havasupai. Exhibit 2 is a copy of that  
20 letter.

21 Q: What did you do after Mohave refused to provide the Havasupai with its  
22 specs?

23 A: At my request, APS developed loads and preliminary specs for the spur.

24 Q: What did you then do with APS's specs?

25 A: I incorporated them into a bid request for design and construction of the  
26 13 mile spur.

27 Q: Did the Havasupai Tribe request bids for construction of the 13 mile spur?  
28

1  
2 Respectfully submitted this 19 day of September, 2008.

3 DIANE J. HUMETEWA  
4 United States Attorney  
5 District of Arizona

6 

7 MARK J. WENKER  
8 Assistant U.S. Attorney  
9 Attorneys for the Bureau of Indian Affairs

10 Original and 13 copies filed  
11 this 19th day of September, 2008, with:

12 Docket Control Division  
13 Arizona Corporation Commission  
14 1200 West Washington Street  
15 Phoenix, Arizona 85007

16 Copies delivered this  
17 19th day of September, 2008, to:

18 Teena Wolfe  
19 Administrative Law Judge, Hearing Division  
20 Arizona Corporation Commission  
21 1200 West Washington Street  
22 Phoenix, Arizona 85007

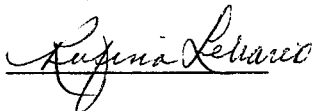
23 Janice Alward  
24 Legal Division  
25 Arizona Corporation Commission  
26 1200 West Washington Street  
27 Phoenix, Arizona 85007

28 Ernest Johnson  
Director, Utilities Division  
Arizona Corporation Division  
1200 West Washington Street  
Phoenix, Arizona 85007

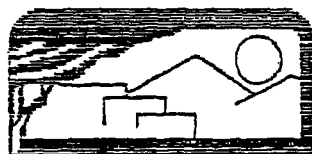
Steven A. Hirsch  
Rodney Ott  
Bryan Cave  
Two N. Central Ave., Suite 2200  
Phoenix, AZ 85004-4406

Copy mailed this  
19th day of September, 2008, to:

Michael A. Curtis  
William P. Sullivan  
Curtis, Goodwin, Sullivan, Udall & Schwab  
501 East Thomas Road  
Phoenix, AZ 85012



# Exhibit 1

*Bar 4  
Electrical***UrbanTech Ltd.**

April 3, 2000

Mr. David Bryan  
Engineering Manager  
Mojave Electric Cooperative  
P.O. Box 1045  
Bullhead City, AZ 86430

Re: 13.5 mile electric service to Bar Four

Dear Mr. Bryan:

As you may be aware, UrbanTech Ltd., RCAC, Indian Health Services and the Bureau of Reclamation are working with the Havasupai Indian Tribe regarding development of the Bar Four (mesa) area of the Havasupai Indian Reservation. The Tribe badly needs to develop housing in this area to relieve overcrowding in the Village of Supai.

Through the group's efforts, funding has been realized to begin providing the underlying infrastructure necessary to future development. Included in the funding are the monies necessary to extend overhead electrical service along Indian Route 18 into the Bar Four area. The new line would begin at approximately Mile Marker 43, where the existing line turns toward Long Mesa from the IR 18 right-of-way. The line will end at the current location of the heliport at Bar Four, inside the Reservation boundaries. The entire line is planned to be placed within the existing Indian Route 18 right-of-way, generally along its eastern side. Design specifications have been developed and a request for bid is being released. The bid requests design build services and requires that the line be built to appropriate serviceability standards.

In the first phase of utility development, the line will be left "dead" and will not be connected to the existing service. Neither will a transformer be installed at the Bar Four terminus. Funding expected in October of this year will provide the final connections.

The line is being funded through a HUD-Indian Community Development Block Grant. The grant requires that we submit evidence that the line will be maintained and operated once installed. It is my understanding that you, as the current service provider, are mandated to provide maintenance and operations if installed to your standards. Therefore this letter requests the following:

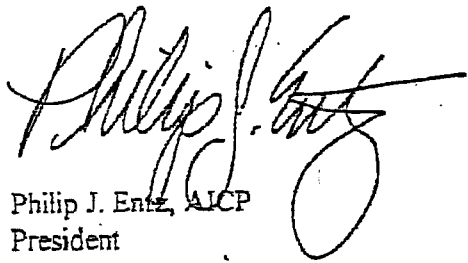
1. Please provide a copy of the applicable standards that should be forwarded to our design build utility contractor once selected. This will ensure that the final line meets your specifications.
2. Please provide a letter on your letterhead stating that, once constructed to those standards, and subject to your inspection and approval, that you will provide electrical service via this line to the Bar Four area and will appropriately maintain the line

The letter should be addressed to:

Mr. Augustine Hanna, Chairman  
Havasupai Indian Tribe  
P.O. Box 10  
Supai, AZ 86435

If you have any questions or concerns regarding this letter, please feel free to call me at (602)678-0533. The current outline specifications being utilized to procure design-build services is attached to this letter for your information.

With Best Regards,  
UrbanTech Ltd.



Philip J. Entz, AICP  
President

attachment

cc: Margaret Vick, Havasupai Tribal Attorney  
Tribal Council  
#780701

---

Mr. David Bryan  
Re: Bar Four Electric Line



ordinarily encountered in generally recognized as inhering in work of the character provided for in the contract.

- B. The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer and/or the Project Consultant have provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the Owner within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- C. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (A) above for giving written notice may be extended by the Contracting Officer.
- D. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

- A. Preliminary routing of the electric line and outline specifications, including design criteria, approved vendors and proposed loads, are provided as the basis for design, engineering and construction of the overhead electric line. The Contractor is responsible for preparing engineering documents to approved industry standards for construction of the Project. Said documents shall include both drawings and specifications necessary to fully describe the construction of the Project. Such drawings and specifications shall be submitted to the Contracting Officer and the Project Consultant for review and approval at a minimum of the following stages: (1) preliminary routing and specifications, (2) 80% complete documents, and (3) 100% complete documents. Subsequent Construction shall not commence until the Contracting Officer and the Project Consultant have approved the 100% documents in writing.

## B. GENERAL REQUIREMENTS

1. DESCRIPTION OF WORK: The purpose of this project is to design and build an overhead electrical line to feed a future development named "Bar Four" on the Havasupai Indian Reservation, Coconino County, Arizona. The project begins in T30N, R5W and ends in T32N, R4W. An existing three phase overhead line runs from Nelson Substation to the Hilltop and Supai areas. The proposed overhead line is to be constructed within the Road Right of Way of Route 18, United States Department of the Interior, Bureau of Indian Affairs, starting at approximately Mile

Marker 43 and continuing along Route 18 for approximately 13.85 miles to a point south of the existing Helipad. Actual termination location will be determined at the pre-bid site inspection. The preferred alignment of the proposed line is three foot inside the Right of Way Boundary. Only a ¼ mile portion of the proposed line, this segment lying entirely within the Havasupai Reservation's boundaries, is to be constructed outside of the Road Right of Way of Route 18. The entire balance of the routing is within the referenced right-of-way.

2. **ENVIRONMENTAL STATUS:** At the time of this bid, an environmental assessment has been completed for the intended routing of the overhead electrical line, and is currently in the required posting period. Environmental clearance is expected to be received approximately April 30<sup>th</sup>, 2000. The intended routing, principally along the eastern right-of-way, has been selected based on minimal environmental consequences. The line will occur on the western margin of the right-of-way for a short distance (less than ½ mile) near its northern end, to avoid a cultural site. In approximately five other areas along the line's length, pole placement will need to respond to maintain migratory trails and/or the archeological occurrences on the surface.
3. **SCOPE OF WORK:** Provide engineering design, survey, material procurement and construction labor necessary to construct the proposed overhead electric line. Construction drawings and As-Builts will be required in both Mylar and electronic format. Sag and Tension Charts, Ruling Span Calculations, Wind Loading Calculations, Framing Details, Structure Schedule, Bill of Materials with manufacturers catalog sheets for approval, Project Schedule and associated Detail Drawings will be required. The initial project design and construction will be cold and left de-energized. The proposed bidder will need to allow time for returning to the site to energize the line at such time as the Agency requires.
4. **DESIGN CRITERIA:** The existing overhead line served by Mohave Electric Cooperative, Inc. is a three phase, 14.4 / 24.9 kV, 3-1/0 (6/1) ACSR (Raven) with a 1-#4 (7/1) ACSR (Swanate) neutral. The existing construction consists of wood poles with flat or crossarm type construction transitioned to a clean angle pole as the source for the proposed line. The existing ruling span is 450 feet.

The proposed overhead line is to be designed and constructed following NESC requirements. The design should incorporate the highest standards of design, as the culture of deregulation exists in Arizona. The design should incorporate the standards of an REA or serving Utility Company whichever standard is more stringent and all environmental and archaeological laws are incorporated. The line must be designed to interconnect with the existing Mohave Electric Cooperative system. The necessary protection devices and schemes should be designed to coordinate with the Mohave Electric Cooperative source device.

The preferred pole type is class 3 wood poles, with self-supporting steel poles in angled areas that are restricted to the road right of way required location. Guying is acceptable in areas that do not exceed and or encroach on a reasonable portion of the Road Right of Way and are approved prior to construction.

The preferred design criterion is NESC Grade C, Medium-loading requirements with Clean, horizontal post with trunion clamp type construction. Line will be designed for wye grounded with a system neutral and lightning protection provided for in the design.

Design should incorporate the future anticipation of the possibility of two Joint Use carriers up to a one-inch cable, separation to be twelve inches at attachment and maximum sag of four feet.

Design should allow for gang operated air break switches to isolate this line.

Design should allow for voltage sag correction and end of line protection. The power factor for this line design with future loads (Section E) is to be 90% in the lead.

#### 5. APPROVED VENDORS

Description	Manufacturer
Wood Pole	Northern Pacific or Equivalent
Steel Pole	Valmont or Equivalent
Conductor	Alcan, BICC, or Equivalent
Insulator	Sediver or Equivalent
Pole Band	Atlas, Continental or Equivalent
Anchor Rod	Tubeco or Equivalent
Line Guard	Alcoa, Preformed or Equivalent
Hardware	AB Chance, Hughes or Equivalent
Switches	Cooper or Equivalent
Regulator	Cooper, GE or Equivalent

THIS AREA PURPOSEFULLY LEFT BLANK

6. PROPOSED LOADS: The following is a chart of the anticipated development. The loads are an estimated value and are to be reviewed by the prospective bidders and to be utilized for the overhead wire analysis.

Description	Number	Projected kW	Total Projected kW
Residential (Homes)	25	4	100
Residential (Apartments)	100	3	300
Well Pump	1	30	30
Brine Pump and Small Water Treatment Facility	1	25	25
Convenience Store	1	24	24
Gas Station	1	18	18
Water Pump	1	25	25
Restaurant	1	20	20
RV Park	100	2	200
Camping Grounds	1	10	10
Museum	1	20	20
Storage Maintenance	1	10	10
Information Booth	1	5	5
Commercial Mall (small arts & crafts "boutiques")	1	80	80
Microwave Repeater Station (telephone service)	1	25	25
EMS Station - 2-3 Offices / 2-3 Bays	1	15	15
Helipad Lighting	1	2	2
Total kW			909

- C. Following Approval of the Design Documents engineered to the preceding criteria, the Contractor may commence with the following. The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown in the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both in the case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer or the Project Consultant, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at own risk and expense. The Contracting Officer or Project Consultant shall furnish from

# Exhibit 2

LAW OFFICES  
**MARTINEZ & CURTIS, P.C.**

MICHAEL A. CURTIS  
JAY M. MARTINEZ  
WILLIAM P. SULLIVAN  
SUSAN D. GOODWIN  
LARRY K. UDALL  
ANJA K. WENDEL  
PAUL M. MICHAUD  
KELLY Y. SCHWAB

2712 NORTH SEVENTH STREET  
PHOENIX, ARIZONA 85006-1090  
TELEPHONE (602) 246-0372  
TELECOPIER (602) 246-6290

OF COUNSEL  
JOSEPH F. ABATE  
THOMAS A. HINE  
D. EUGENE NEIL  
JEFFREY A. KATZ

REFER TO FILE NO.

1234-7-19

May 17, 2000

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED AND FIRST CLASS MAIL**

**VIA TELECOPY (602) 678-0598 - HARD COPY TO FOLLOW**

UrbanTech Ltd.  
11201 North 23<sup>rd</sup> Avenue  
Suite 105  
Phoenix, Arizona 85029

Attention: Philip J. Entz,  
President

Re: Mohave Electric Cooperative/ 13.5 mile electric service to Bar Four

Dear Mr. Entz:

We have been asked by Mohave Electric Cooperative, as General Counsel, to respond to your letter to Mr. David Bryan dated April 3, 2000, (the "April 3<sup>rd</sup> Correspondence").

The April 3<sup>rd</sup> Correspondence apparently is asking for certain construction specifications and certain design specifications on a proposed 13 mile electric service line to Bar Four (the "Bar Four Line"). We would like to address a number of points in the April 3<sup>rd</sup> Correspondence:

1. The project which is proposed is not located within Mohave Electric's Certificate of Convenience and Necessity area. Accordingly, Mohave Electric has no responsibility for the proposed project.
2. In your letter you allege that since Mohave Electric is the "current service provider", Mohave Electric is "mandated" to provide maintenance and operations if the Bar Four line is installed to Mohave Electric standards. These statements are entirely untrue. Contrary to your letter, Mohave Electric is not "mandated" to provide maintenance operations to a power line not built and designed by Mohave. No such mandate exists.

UrbanTech Ltd.

Attention: Mr. Philip J. Entz, President

May 17, 2000

Page 2

3. Aside from having no mandate of any kind, the approach which you suggest relative to construction of the line is an unsafe approach for the following reasons:
  - (a) The contractor could install the facilities incorrectly. Problems would not be discovered until some unfortunate occurrence. These problems would not be discovered, no matter what type of inspection were done after completion of the construction. In all instances, any contractor must be under Mohave's direct guidance and direct day-to-day supervision.
  - (b) There could be environmentally sensitive areas such as migratory trails or archeological occurrences, which require limited access and/or protection in accessing the power line for operations and maintenance.
  - (c) Under the approach being proposed Mohave would not be aware of any of these requirements. At environmentally sensitive areas Mohave Electric does not have a set design standard - these are done on an individual basis. The design would have to take into account the expected use of the line in the environmentally sensitive area, the amount and type of vehicular access to the line, and other necessary considerations.

There are other problems with the April 3<sup>rd</sup> Correspondence.

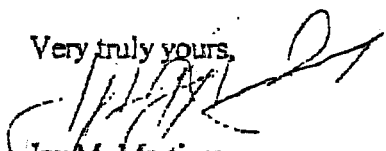
The attachment to said correspondence is supposedly the "General Conditions" the design-builder contractor is required to follow. However, these conditions require the contractor to design and construct the power line in a manner that is not acceptable to Mohave Electric. The reasons for such are stated in this correspondence, plus additional reasons we will not get into at this time.

UrbanTech Ltd.  
Attention: Mr. Philip J. Entz, President  
May 17, 2000  
Page 3

Suffice it to say, Mohave Electric is not mandated to do anything much less provide maintenance and operations to the Bar Four Line.

Please forward all further communications pertaining to this matter through our offices.

Very truly yours,



Jay M. Martinez  
For the Firm

JMM/lam  
F:\2346-7-19\letters\Urbantech5-17-00.30

# Exhibit 3

# 780701



## HAVASUPAI TRIBAL COUNCIL

P.O. Box 10 • Supai, Arizona 86435 • (520) 448-2731

July 9, 2003

Robert Broz, General Manager  
Mojave Electric Cooperative  
PO Box 1045  
Bullhead City, AZ 86430

Re: BAR FOUR HOMES

Dear Mr. Broz:

Nearly 11 years ago I received a letter from Mojave Electric Cooperative dated July 30, 1992, that read in part:

"Mojave Electric welcomes the opportunity to provide cost estimates to the Havasupai Tribe to bring a single-phase electric line to Hilltop to serve loads there associated with the Bar Four Housing that has been proposed.

To serve the 7 to 15 new consumers that are projected to come on line within the next 5 years, a single phase line will be adequate to serve these loads. This line would be extended off our existing 3-phase line that goes to Supai Canyon, and would travel along BIA Road 18, for a distance of 17 miles, to reach the Hilltop and Bar Four area...

These lines will be owned by Mojave Electric Cooperative, and as such will be operated and maintained by them..."

Finally, after years of effort, we have secured necessary funding for construction of the 3-phase line and intend to start construction this month. By letter dated May 17, 2000 from you attorney, Mr. Martinez, our project manager, Phil Entz of Urban Tech, was advised that "any contractor must be under Mojave's direct guidance and direct day to day supervision."

The preconstruction conference for the Bar Four project will likely be scheduled sometime between July 14 and 25. Attending will be UrbanTech, Southwest Energy Solutions (the Tribe's contractor), Electrical Consultant's Inc. (the project's Design Engineers), and the cultural resource consultant for the project. The Tribe's electrical consultant, Terry Hudgins, also may attend.

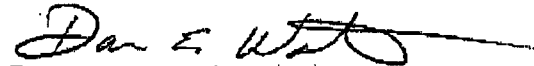
We invite you to attend the preconstruction conference as well. Please call me or Phil Entz (602-678-0533) if you would like to be notified of the specific time and place for the upcoming preconstruction conference.

Construction of improvements at the Bar Four housing area is expected to begin immediately following construction of the electric line.

These are exciting times for the families who will occupy the homes at Bar Four.

Again, we encourage your attendance at the preconstruction conference. In the meantime, please call me if you have any questions.

Yours very truly,



Don E. Watahomigie  
Tribal Chairman

XC: Tribal Council

## memorandum

DATE: July 23, 1981

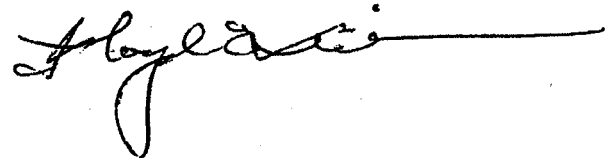
REPLY TO  
ATTN OF: Acting Superintendent, Truxton Canon Agency

SUBJECT: Hualapai Tribal Resolution No. 42-81

*2. R P m*TO: Area Director, Phoenix Area Office  
Attention: Tribal Operations

Attached are copies of a tribal enactment adopted by the Hualapai Tribal Council.

The Tribe is requesting that the contractor provide transformers and spur lines on the power line that is being constructed on the Hualapai Reservation going to Long Mesa Station.



Attachments

RECEIVED

JUL 24 1981



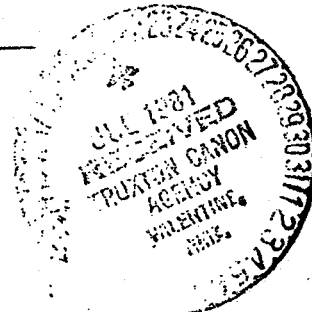
OPTIONAL FORM NO. 10  
(REV. 1-80)  
GSA FPMR (41 CFR) 101-11.6  
5010-114  
★ U. S. GPO: 1980-311-153/5528

RESOLUTION NO. 42-81  
OF THE GOVERNING BODY OF THE  
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION  
(A FEDERALLY CHARTERED INDIAN CORPORATION)  
PEACH SPRINGS, ARIZONA

NOW THEREFORE BE IT RESOLVED, that the Hualapai Tribal Council hereby requests the BIA Truxton Canon Agency to coordinate the installation of transformers and spur lines with Mohave Electric Cooperative at locations described and shown on the attached.

1, the undersigned, as Chairman of the Hualapai Tribal Council hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) members of whom 9 constituting a quorum were present at a meeting thereof held on this 11th day of July, 1981; and that the foregoing resolution was duly adopted by the affirmative vote of 9 members, pursuant to authority of Article VI, Section 1 (a) & (b) of the Revised Constitution and By-Laws of the Hualapai Tribe approved October 22, 1955.

Marietta F. Whatsoname  
Marietta F. Whatsoname, Secretary  
HUALAPAI TRIBE



November 23, 1981  
Assistant  
Phoenix Area Director

Utility line spur connections.

Acting Superintendent, Truxton Canon

The spur line connections requested by the Hualapai tribe should be directed to the Mohave Electric Cooperative. The Cooperative will then study the request and determine whether they can furnish the line for the amount of income they will derive from the electric consumption.

The Bureau has no money to help out with these projects at the present time.

/Sgd/ Curtis Gelogamān

McConnell:kb

McConnell  
Stein  
Gardiner  
Herrington  
Miller  
Cooper  
Braun  
Huck  
Goldsmith  
Invocato  
Clah  
Kenimer

SURNAME

*McConnell*

Realty  
(602) 769-2281

AUG 4 1982

Mr. Al Carpenter, General Manager  
Mohave Electric Cooperative  
1919 Arena Drive  
Holiday Shores, Arizona

Dear Mr. Carpenter:

This letter is to confirm what we discussed in my office on 07/30/82. The Hualapai Tribe has requested us to assist them in getting electric service to the Hualapai Youth Camp and the facilities at Thornton Fire Tower. Since many of the buildings at Thornton are maintained by the Bureau of Indian Affairs the electric service will be of mutual benefit to us.

Enclosed is a copy of Hualapai Tribal Resolution No. 42-81 authorizing the Bureau of Indian Affairs to grant the right-of-way. This resolution expresses the Tribes desire for, and approval of, the easement.

Also Enclosed is a draft copy of an "Application for Easement" which you can use as a guide in applying for the right-of-way. If the contents of the draft are agreeable to you it can be used as the final application you submit. At any rate the paragraphs (a) through (k) must be included in the application as required by 25 CFR 161.5. The application when approved will be your permission to survey.

As soon as your crew flags out a centerline on the proposed line we will use our men and equipment to clear the line of trees and brush. When you flag the line location we would like to have one of our employees go along to be sure we know where the line is to go. After the line is cleared you can do the survey.

We would like to get an estimate of the front money that will be required for deposits and hook ups at each location. This will help us in our budgeting process for next year. Also if you can give us an idea of the length of time that the deposits are held it would be helpful to us.

We appreciate your help in initiating this project. If we can be of any assistance don't hesitate to call.

Sincerely,

/s/ Allen J. Anspach

Acting Superintendent

Realty  
(602) 769-2281

AUG 25 1982

Mr. A. H. Carpenter, General Manager  
Mohave Electric Cooperative, Inc.  
P. O. Box 1045  
Bullhead City, Arizona 86430

Dear Mr. Carpenter:

Enclosed are three requests for service line agreements for electric service on BIA Route # 18. The Hualapai Tribe has approved the requests in resolution # 49-82 (copy enclosed). If the agreements are satisfactory to you sign them and return two copies of each to us. When we get the signed forms back we will have the individuals contact you for the deposits and rates.

If you have any questions please call Donna Nightpipe at 769-2281.

Sincerely,

*/s/ Clarence J. Packard, Jr.*

Acting Superintendent

Enclosures

RRMcNichols:ws  
Chrono 08/18/82  
FILE: Realty

MOHAVE ELECTRIC COOPERATIVE, INC.



August 11, 1983

Bureau of Indian Affairs  
P. O. Box 37  
Valentine, Arizona 86437

Dear Mr. Hanson:

As you have requested, we have prepared two (2) agreements for purchase of power. One for the B.I.A. Fire Tower and one for the Hualapai Indian Tribe. Please find two (2) copies of each. Sign one of each and send the signed copies back to Mohave Electric Cooperative, Inc. Please keep one copy of each for your files.

If you have any further questions, please contact me.

Yours very truly,

Mohave Electric Cooperative, Inc.

*Bob Rogge*

Bob Rogge  
Manager of Operations

BR:dmc

encl.



**COMMISSIONERS**

MIKE GLEASON, CHAIRMAN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE

**BEFORE THE ARIZONA CORPORATION COMMISSION**

IN THE MATTER OF THE COMPLAINT OF  
BUREAU OF INDIAN AFFAIRS, UNITED  
STATES OF AMERICA, AGAINST  
MOHAVE ELECTRIC COOPERATIVE,  
INC. AS TO SERVICES TO THE  
HAVASUPAI AND HUALAPAI INDIAN  
RESERVATIONS.

DOCKET NO. E-01750A-05-0579

**PRE-FILED DIRECT TESTIMONY OF TOM LONGTIN  
ON BEHALF OF MOHAVE ELECTRIC COOPERATIVE, INC.**

AZ CORP COMMISSION  
DOCKET CONTROL

2008 OCT 20 P 1:50

RECEIVED



1 **Q. What is your name, employer and occupation?**

2 A. My name is Tom Longtin, and I am employed by Mohave Electrical Cooperative,  
3 Inc. ("Mohave"), a non-profit electrical cooperative, since 1991 as Manager of Operations  
4 and Engineering.  
5

6 **Q. Please describe your work experience, educational background and professional**  
7 **affiliations.**

8 A. I have been in the electric utility business, and particularly the operations,  
9 construction and maintenance aspects of the business for over 38 years.  
10

11 **Q. Will you be sponsoring any exhibits with your direct testimony?**

12 A. Yes. I will be sponsoring the exhibits listed on the attached Exhibit List with exhibits  
13 themselves following in tabbed order:

- 14 1. Mohave's formation documents.
- 15 2. June 1976 Request For Quotation.
- 16 3. Oct. 1981 Electrical Utility Contract.
- 17 4. Hualapai and Havasupai easements.
- 18 5. Decision No. 51491, issued October 22, 1980.
- 19 6. Decision No. 53174, issued August 11, 1982.
- 20 7. Photos of the Line.
- 21 8. Records indicating BIA's payment for the line by March 1991.
- 22 9. March 17, 1992 letter from Mohave to BIA.
- 23 10. April 19, 1993 letter from BIA to Mohave.
- 24 11. June 15, 1995 letter from Mohave to BIA.
- 25 12. June 6, 1996 letter from Mohave to BIA.
- 26 13. March 6, 2002 Letter from BIA to Mohave.
- 27 14. March 20, 2002 Letter from Mohave's counsel to BIA.
- 28

- 1 15. Mohave resolution related to quitclaim.
- 2 16. July 22, 2003 Notice of Mohave quitclaim and/or abandonment of line.
- 3 17. July 23, 2003 Letter from Mohave to BIA, Hualapai Nation and Havasupai
- 4 Nation.
- 5 18. August 7, 2003 Letter listing accounts.
- 6 19. September 2, 2003 Letter from BIA to Mohave.
- 7 20. September 12, 2003 Letter from BIA to Mohave.
- 8 21. November 13, 2007 Operations Protocol between Mohave, UNS Electric Inc. and
- 9 APS.
- 10

11 **Q. What is the purpose of your testimony?**

12 A. I will testify concerning operations and engineering and overhead and maintenance  
13 details related to the 70-mile electrical Line (the "Line") between Mohave's Nelson  
14 Substation and the Long Mesa Transformer located at the rim of the Grand Canyon prior to  
15 Mohave's abandonment of the Line in July 2003, Mohave's reliance on the authority of the  
16 BIA related to those operations and maintenance, the Indian Health Service and Havasupai  
17 Tribe's addition and interconnection of a 13.5 mile spur line to the Line subsequent to July  
18 2003, and the operations and engineering and overhead and maintenance and financial  
19 effects of finding the Line to be part of Mohave's service territory.  
20

21  
22 **Q. Please summarize Mohave's status as a member cooperative.**

23 A. Mohave's predecessor entity was formed as a nonprofit corporation in approximately  
24 July 1946. In May 1961, Mohave filed articles of conversion to become a nonprofit  
25 electrical cooperative. Attached as Exhibit 1 is a copy of Mohave's articles of conversion.  
26 Mohave is regulated by the Arizona Corporation Commission and has been granted a  
27 Certificate of Convenience and Necessity ("CCN") to provide electrical utility service to its  
28

1 members in its certificated area in northwestern Arizona, in and around Bullhead City,  
2 Arizona.

3  
4 **Q. How did Mohave become involved in providing electrical power to the Line?**

5 A. As has been established in the record in this case and in the stipulated facts for this  
6 hearing, BIA began providing electrical power using gas powered generators to the  
7 Havasupai Village at the bottom of the Grand Canyon in approximately 1965. BIA later  
8 used diesel generators and electrical lines to supply electrical power to Havasupai Village.  
9 By 1975, the Havasupai Tribe became increasingly dependent on electricity. In  
10 approximately July 1976, BIA issued a Request for Quotation ("RFQ") to provide electrical  
11 power to the Havasupai and Hualapai Reservations. Attached as Exhibit 2 is the RFQ.  
12 Mohave and two other electric utilities responded to the RFQ. On approximately October 1,  
13 1981, Mohave entered into Negotiated Utility Contract GS-OOS-6701 (the "Contract") with  
14 the United States of American through the Administrator of the General Services  
15 Administration on behalf of BIA. Attached as Exhibit 3 is the Contract. The major  
16 provisions of the Contract included the following:

- 17 • Mohave would construct the 70 mile long power line from Mohave's Nelson  
18 substation to the point of delivery, which was defined as the Long Mesa  
19 Power Transformer on the rim of the Grand Canyon;
- 20 • Mohave initially funded the construction of the Line through a loan from the  
21 Rural Electrification Administration, but BIA would reimburse Mohave for  
22 the construction over time through a facilities charge;
- 23 • BIA would also pay a fee for the electrical service in addition to the facilities  
24 charge;
- 25 • The Contract provided for a term of ten years from the date that Mohave made  
26 electrical power available, which was to be not later than April 1, 1982;
- 27 • BIA had a right to renew the Contract for two additional 10 year periods;
- 28

- BIA and Mohave could serve the Hualapai Tribe through interconnects and line extensions from the Line.

BIA, with the consent of the Hualapai and Havasupai Tribes, granted Mohave an easement across the Hualapai and Havasupai Reservations to construct, operate and maintain the Line. Attached as Exhibit 4 are copies of those easements. Aside from those easements, Mohave never sought a license from the Commissioner of Indian Affairs, the Hualapai Tribe or the Havasupai Tribe to conduct any form of business on the Hualapai or Havasupai Reservations. Mohave also did not seek or receive a Certificate of Convenience and Necessity ("CCN") to provide electrical service on the Hualapai or Havasupai Reservations, although the Commission permitted Mohave to borrow funds and construct the Line in Decision No. 51491, issued October 22, 1980. Attached as Exhibit 5 is a Decision No. 51491. In the same Decision, the Commission recognized that the Line extended outside of Mohave's certified area. Mohave completed construction of the Line in approximately November 1981 and was delivering power through the line by April 1, 1982.

**Q. Who received electrical power through the Line and how was it billed?**

A. It was my understanding that the largest account on the Line has always been billed directly to the BIA at the Long Mesa Transformer end of the Line. As has been stipulated, the BIA then distributed the power over lines owned by the BIA into the Grand Canyon and Havasupai Village for use at BIA facilities on the Havasupai Reservation. The BIA resold some of the power to the Indian Health Services and to members of the Havasupai Tribe. I understand that, over the years, a number of other accounts added on to the line, including two additional Department of Interior/BIA accounts, six accounts billed to the Hualapai Tribe, a telephone tower, a ranch, a cabin, and the Bravo account. Prior to July 2003, these twelve smaller accounts received separate bills from Mohave.

1 Q. Does Mohave consider the Line to be used and useful property and plant for  
2 Mohave's members?

3 A. No. The Line clearly has no use or useful property or plant characteristics for  
4 Mohave's cooperative members generally, who for the most part are located more than a  
5 hundred miles away from the Line. This appropriate characterization of the Line was  
6 recognized by the Commission in Decision No. 53174, issued on August 11, 1982, soon  
7 after Mohave began providing electrical power through the Line. Attached as Exhibit 6 is  
8 Decision No. 53174. The Commission referred to the Line as a "transmission line" and  
9 stated that the Line "is not used and useful, will not be used and useful, and was never  
10 intended to be used and useful in the provision of service to [Mohave's] ratepayers."  
11 Decision No. 53174 at 8 (emphasis added). Although the BIA in its prefiled testimony  
12 attempts to characterize this finding as irrelevant and intended only for ratemaking  
13 purposes, it is not so restricted in the Decision, and accurately characterizes this Line for all  
14 purposes from the perspective of Mohave and its ratepayers/members.  
15

16 Q. Summarize your knowledge of the history of Mohave's involvement related to  
17 the Line.

18 A. The 1982 Line was constructed prior to my coming to work for Mohave. I reviewed  
19 documents and engaged in management discussions with the department of finance and  
20 others concerning the line and its history. It was my understanding the Havasupai and  
21 Hualapai Tribes were upset about the lack of a consistent power supply by the Bureau of  
22 Indian Affairs ("BIA") either from the generators at the edge of the Canyon or elsewhere on  
23 the two reservations. From the written documents, the BIA, in response to the outcries of its  
24 Tribal constituents, solicited from the investor owned utilities proposals to furnish Central  
25 Station power at Long Mesa. See Ex. 2, June 1976 Request for Quotation.  
26  
27  
28

1 It is my understanding that each of those proposals would have required an appropriation of  
2 money to the BIA for an upfront advance in aid construction as well as a Federal Energy  
3 Regulatory Commission approval of the APS or Citizens Utility or any other IOU wholesale  
4 contract. The contemplated contract under the RFQ was a wholesale contract whereby the  
5 BIA purchased from the IOU utility electricity under a FERC-approved rate for resale by the  
6 BIA to its Indian customers. I have been led to understand the BIA could not get an  
7 appropriation and wanted the selected utility to up-front the money and build the Line and  
8 sell the electricity at wholesale under a contract to the BIA for resale. Mohave seemed to be  
9 the only answer because it was a borrower from the Rural Electrification Administration  
10 (REA) now known as RUS. My understanding is by working with Mohave to structure a  
11 wholesale contract approved by the Government Services Administration (GSA), the BIA  
12 convinced Mohave to secure a loan from REA to construct the line and provide power to the  
13 BIA for resale to the Havasupai Tribal members in the Canyon on the understanding that  
14 while the GSA would not approve a 30 year contract to allow recovery of the loan and  
15 associated depreciation and expense, it would approve a 10 year contract with two 10 year  
16 renewal options. At the end of the term Mohave would be required to remove the Line.

17  
18 The contract for sale of electricity to the BIA was turned into a formal GSA document. Ex.  
19 3, Oct. 1981 Electrical Utility Contract. Mohave received easements for the Line from the  
20 BIA. See Ex. 4, Hualapai and Havasupai Easements. Mohave constructed and energized  
21 the Line, which crosses 70 miles of rural and sparsely inhabited territory, prior by April  
22 1982. See Ex. 7, Photos of the Line.

23  
24 It is my understanding the Line was paid off in 1991 before the expiration of the first term  
25 of the contract. See Ex. 8, March 1991 Payment Records. The financial calculations and  
26 rate calculations, I am told were revised and the contract continued until the end of the term  
27 in 1992 when it terminated. I understand that Commission records indicate that in the first  
28

1 rate case after the contract was executed the inclusion of the Line in rate base was  
2 recognized as improper and the Commission excluded it and found the Line to not then be  
3 and to not be in the future used and useful to Mohave and its membership, although the  
4 contract was recognized and the rate tariff was an approved Commission rate. Ex. 5 and 6,  
5 Decisions No. 51491 and 53174. It was my understanding that the billing rates were  
6 determined by the contract as well as by approved Arizona Corporation commission tariffs.  
7 My information is from reading the documents and participating in management discussions  
8 and negotiations, but the Financial Manager, Mr. Stephen McArthur, was the person in  
9 charge of finance for Mohave and died suddenly from a stroke a few months ago.  
10

11 **Q. Did BIA allow the Contract to expire after the first 10 year term?**

12 A. Yes. BIA paid off the balance of the construction costs related to the Line in March  
13 1991 and never exercised its option to renew the Contract. Attached as Exhibit 8 are  
14 records related to BIA's final payment of the construction costs for the line. On or about  
15 March 17, 1992, Mohave sent a letter to BIA, noting that the Contract would expire on April  
16 1, 1982, and asking whether BIA would seek to renew the Contract. Attached as Exhibit 9  
17 is a copy of that letter. BIA never responded to that letter, never formally or informally  
18 extended the Contract, and Mohave then and now considered the Contract as expired.  
19

20 **Q. How was the Line operated and maintained prior to July 2003?**

21 A. As the Manager of Operations it was my understanding from the records and  
22 employees that, during the first 10 year term, the contract governed, and while there were  
23 occasional outages, the BIA removed the diesel generators that provided additional  
24 emergency electric system reliability in the event of outages. Repairs were made in the  
25 event of outages by Mohave consistent during that time with the contract which also had  
26 financial and expense and reimbursement provisions (Indian Tribal taxes were the  
27 responsibility of the BIA). For a period of time beginning in 1992 there was litigation and  
28

1 attempts at negotiations with the BIA about either the 1982 contract with its financial  
2 provisions for payment of expenses or some other type of contract arrangement with the  
3 BIA. During that period of time, whenever there were outages or needs for repair to the Line  
4 I was directed by Management to continue to provide needed services to the extent that  
5 Mohave was able to respond. I understood that BIA contract persons reviewed the costs and  
6 expenses being charged under the 1982 contract by Mohave to the BIA for expense of  
7 maintaining the Line and found them reasonable and inline with other similar expenses  
8 being paid in other BIA electric operations, such as the San Carlos Irrigation Project.  
9

10 My understanding and instruction until about 1997 was that Mohave expected to conclude  
11 an agreement with the BIA for continued power supply and for the expense of power line  
12 maintenance which would recover the costs incurred by Mohave. No agreement was  
13 reached. See Exhibits 10, 11, 12, 13, 14. In recent years, whenever Mohave finds that, due  
14 to its limited resources, it is unable to render repair or outage assistance on the Line because  
15 of its circumstances being spread out over such wide certificated area ranging from almost  
16 Needles, California north to Kingman and then south along the Big Sandy River and  
17 Highway 93 to Wikeiup, then the other utilities respond to the BIA and use their resources  
18 to repair the Line.  
19

20 It was my understanding that after the Line was paid off and then again subsequent to the  
21 failure of negotiations and the removal of the billing meter to the Nelson substation (which  
22 is within Mohave's Certificate of Convenience and Necessity), there was a restructuring of  
23 the bill and invoice to the BIA. It was my understanding at that time Mohave regarded the  
24 continued sale of electricity to the BIA for the BIA to resell as a sale to a customer within  
25 the certificated service area at Commission approved rates.  
26  
27  
28

1 Mohave continued efforts to negotiate with the BIA until 2003 when management and the  
2 Board finally determined that the BIA was not interested in good faith negotiations but only  
3 in forcing Mohave to assume responsibility for the Line and all connections. Consequently,  
4 in 2003 Mohave abandoned to the BIA and the Tribes as they might decide among  
5 themselves the Line and the facilities, including the approximately current 10-12 meters and  
6 the service drops which had been operated as the agent of the BIA. See Exhibits 15, 16, 17,  
7 18, 19 and 20. While Mohave continued to sell electricity at Nelson to the BIA for resale to  
8 the accounts and the Indians along the Line and charged its least expensive ACC approved  
9 large customer rate, Mohave stopped reading meters and giving credits.  
10

11 As BIA has testified concerning the customers in the Canyon due to the needs of its  
12 operation in the Canyon, the BIA had and has experience of reading meters and charging its  
13 Indian customers for electricity. The BIA collects money from the Canyon customer Indians  
14 who receive retail electric service and has a person who is able to read meters. It should not  
15 have been or be difficult for the BIA to have that person read an additional 12 or fewer  
16 meters and minimize its financial expense and to recover from the recipients the expense of  
17 the electricity.  
18

19 It was my understanding around 1997 that Mohave notified the BIA that Mohave, to the  
20 extent it had personnel and equipment available in the event of needed repairs or system  
21 interruptions it would be available to perform repairs and maintenance on the Line if  
22 requested but would require the BIA to pay the costs incurred. Under my direction a form  
23 of mutual aid agreement, the Operations Protocol, see Exhibit 21, was created among the  
24 surrounding utilities, UniSource and Arizona Public Service and Mohave. This was a  
25 protocol developed to assure the BIA and its customers that if a need for repair occurred  
26 along the 70 mile Line, there was a method set up for attending to those needs as quickly as  
27 possible under all the circumstances.  
28

1  
2 Each entity agrees to provide assistance on the condition of being paid and reimbursed for  
3 expenses incurred, to the extent a request for repairs is made or there is an emergency and  
4 resources not needed for a utility's own customers are available to be dispatched. The  
5 protocol requires that if and when there is a need, Mohave is contacted. If Mohave is unable  
6 to respond, the BIA immediately contacts UniSource, and if UniSource cannot respond, then  
7 BIA contacts Arizona Public Service. Or, as the BIA has done in the past, it calls and uses  
8 Sturgeon Electric (which specializes in pole line replacement or construction, such as that  
9 required recently in the Canyon) or Zeus Electric.

10  
11 The BIA has contracting experience with all of these entities according to its records.  
12 Mohave's holding in abeyance after contract termination in 1992 its requirement for  
13 payment of expenses incurred when rendering repair or other service was only during the  
14 period of what was hoped to be a successful conclusion of negotiations. When Mohave  
15 finally realized that the BIA was not interested in contracting again with Mohave, the 70  
16 mile Line, previously declared by the ACC to not be used or useful, became surplus and  
17 unnecessary for any operation of Mohave or discharge of a contract obligation. Thereafter,  
18 as was the practice of APS and UniSource, Mohave sought reimbursement and payment for  
19 any expense it incurred for services that it rendered at the request of the BIA.

20  
21 Mohave operates with resources adequate to effectively serve and make reliable the service  
22 within Mohave's Certificated far-flung and sparse service area and this is done by design.  
23 Prior to contract termination in 1992, it was my understanding overhead, maintenance and  
24 repairs expenses were paid by the BIA according to the contract. Often times the outages on  
25 the abandoned Line outside of the Mohave Certificated area occur concurrent and  
26 simultaneous with service needs critical to the health safety and welfare customers within  
27 the Certificated area. Meeting the needs of members determines in large measure if and  
28

1 when Mohave can allocate and commit resources to attend to the repair and service  
2 restoration needs of the BIA and its customers. The same is true of APS and UniSource.

3  
4 Recognition of this limitation on available resources during outages and at other times is  
5 why the protocol agreement was created. It gives the BIA no less than three electric utilities  
6 upon which to call to meet needs along the Line and even into the Canyon. Obviously, given  
7 the vast distances that must be traveled, there are what may be perceived as delays in  
8 restoration of service. Given the circumstances, the location of the Line, the distances and  
9 travel time involved, and the nature of materials which might be needed, in my opinion as  
10 Operations Manager, responses to the requests of the Tribes and of the BIA have been  
11 remarkable timely. The BIA claim that Mohave does not immediately respond to the needs  
12 of the BIA which disadvantages the retail customers of the BIA is an unacceptable claim  
13 based on history, the topography and the true facts and circumstances. It also ignores the  
14 fact the BIA abandoned the installation and use of its diesel generators and has refused to  
15 reinstall back-up emergency diesel generators at Long Mesa to meet the needs of its  
16 customers.

17  
18 Mohave has always tried to schedule its resources in such a way as to be able, after meeting  
19 the needs of its certificated service area customers, to respond as quickly as circumstances  
20 permit to the needs of the BIA. It was for this reason that the mutual aid agreement was  
21 created so that the BIA would have several electric utilities to contact for assistance in  
22 response to needed repairs and outages.

23  
24 In my opinion the critical failure of the BIA and breach of its duty to its customers and the  
25 Tribes in this instance is the fact that once the 70 mile Line was created, rather than keep the  
26 diesel generators and maintain them on the pads at Long Mesa as contingency and  
27 emergency and spare electrical generating facilities in recognition of the vulnerability of the  
28

1 Line and the needs in the Canyon, the BIA removed them and/or allowed them to deteriorate  
2 and or for some other reason removed generator facilities which could respond to any  
3 emergency outage needs of the villages in the Canyon and elsewhere.  
4

5 In my opinion as an Operations Manager of a power system, the abandonment of historic  
6 generation capability at Long Mesa by the BIA was a fatal flaw in the fulfillment of BIA  
7 duties to the people in the Canyon and elsewhere along the Line. To abandon and refuse to  
8 keep installed the diesel generators was evidence of a plan by the BIA from the earliest  
9 years of the 1982 contract to walk away from its responsibility to provide reliability to meet  
10 the electric needs of the Indians in the Canyon and to rely solely upon Mohave and the  
11 single vulnerable 70 mile Line. This strategy became evident to me when the BIA, despite  
12 notice of expiration, allowed the 1982 contract to terminate instead of sending a notice of  
13 renewal as provided in the agreement. The fail-safe method of operations, which the BIA  
14 should have employed, was to have kept the generators ready to be activated whenever the  
15 70 mile Line service was interrupted.  
16

17 In my opinion and experience as an Operations Manager it is simply inaccurate to say that  
18 regular maintenance would detect damaged fuses because fuses do not fail until they  
19 actually fail. Also regular maintenance does not detect a fallen pole because the service is  
20 not interrupted until the pole is down. It is also an unfair accusation to say that once the  
21 contract had terminated in 1992 and the BIA refused to continue its contract payments that  
22 Mohave's customers were to bear the expense of vegetation management and tree removal  
23 along a 70 mile Line. The BIA was capable of patrolling and requesting repairs and  
24 maintenance and paying whatever utility or company responded. An example was the hiring  
25 by the BIA of Asplundh Tree service and paying it to remove vegetation. This is the same  
26 company used by APS, Mohave, SRP and others to do that specialized work. And it seems  
27 to have willfully acted to create circumstances so that it could attack Mohave whenever an  
28

1 outage occur by removing and not replacing the generators at Long Mesa in an attempt to  
2 persuade the Commission to make the members of Mohave pay the expense of what is a  
3 BIA obligation. It would not even agree to pay the Western Area Power Administration the  
4 costs incurred to administer the line and its maintenance.  
5

6  
7 **Q. Did Mohave ever consider that it had individual customers along the Line route**  
8 **during the Contract period?**

9 A. No. When I arrived at Mohave and took over management of operations, it was my  
10 understanding Mohave had not sought and did not have any intent to include the Line or  
11 approximately 12 services into its certificated area. Mohave did not have authority to act on  
12 the reservation except the easement. It did not seek to be qualified to transact business on  
13 the reservations as, an Indian Trader under Federal and Tribal law and did not have nor seek  
14 Tribal authorities to go outside the 70 mile Line easement, a portion of which easement has  
15 now expired. Service to the approximately 12 or so customers along the 70 mile Line had  
16 been extended prior to 1991 and I was advised this had been at the instance and request and  
17 under the authority of the BIA.  
18

19 To my knowledge Mohave had no other authorization for the delivery of retail service on  
20 the Indian reservations and had no other lawful authority to operate outside of its right-of-  
21 way except as the agent of the BIA for the service drops or delivery of service off the line. It  
22 was not licensed as an Indian trader by the Tribes and had no authority to transact business  
23 on the reservation, and no authority from the ACC, which had found the Line to not be used  
24 or useful. I was told that prior to 1992 the BIA and the Tribes requested the approximately  
25 12 service drops and to my understanding and knowledge those were extended and made as  
26 a BIA agent and as a courtesy to the BIA under the 1982 contract. Once the BIA determined  
27 to terminate the 1982 contract and Mohave was required to remove the Line, the continued  
28

1 delivery of electric service during negotiations was a good-faith effort by Mohave to enter  
2 into a new contract relationship with the BIA. Continued service was not done in order to  
3 extend the Mohave certificated area or its service area.  
4

5 It was my understanding that the management and membership of Mohave in 1982 at the  
6 outset never intended, and the Arizona Corporation Commission in its 1982 order did not  
7 permit or approve delivery of retail electric service to the some 700 square miles of vacant  
8 lands in the middle of two sovereign Indian nations outside the 70 mile Line easement. The  
9 service after 1992 was effectively a continued delivery of wholesale service to the BIA with  
10 incidental service under its agency to 12 or so customers in an effort to reach a mutually  
11 agreeable new contract.  
12

13 My basic job has been to continue the effective delivery of reliable electric service to the  
14 now some 38,000 members of Mohave spread over the distances that I have previously  
15 described. We have limited resources available to serve in our own remote areas. I am  
16 aware that there was accounting treatment and some filing treatment by Mohave of the 12 or  
17 so accounts along the Line but it was always my understanding from management that this  
18 accounting treatment was the result of Mohave trying to keep track of what services were  
19 being provided at the request of the BIA consistent with the terms of the contract prior to  
20 1992 and do that for purposes of the spirit and intent of the contract along the 70 mile Line.  
21 It was my understanding that certain accommodations were being made to the BIA for the  
22 various 12 accounts of that were almost totally accounts belonging to the BIA and the  
23 Tribes themselves, with perhaps 2 or 3 exceptions.  
24

25 It should also be remembered that Mohave always continues to deliver electricity at the  
26 Nelson substation to the account of the BIA. Neither the BIA nor any of its customers along  
27 the 70 mile Line or in the Canyon are ever denied actual access to electricity at Nelson  
28

1 substation. It should also be remembered that it is completely within the discretion of the  
2 BIA to install adequate and sufficient diesel generation at the top of the Canyon to insure  
3 that in the event of an outage or other emergency the Havasupai in the Canyon and  
4 elsewhere will have a reliable back-up supply of electricity during emergencies  
5

6 **Q. What were the facility charges that Mohave billed the BIA?**

7 A. While the calculation of the invoices was not within my expressed job scope as  
8 Manager of Operations and belong to the comptroller and financial Manager, it was my  
9 understanding that, after the transmission Line was paid off because the BIA wanted to  
10 accelerate the repayment that was otherwise due under the contract, that various charges  
11 were reconfigured and restructured in the invoices being presented to the BIA in order to  
12 reflect the lesser charge. Other charges like the facilities charges remained because they  
13 were set forth in the contract. Even though the contract terminated in 1992 because the BIA  
14 refused to extend it, it was the intent of Mohave to continue negotiating and to try and keep  
15 everything in place and to treat all of the business and financial matters in the same manner  
16 in which they had previously been treated until the appropriate successor contract  
17 relationship could be developed and concluded.  
18

19 It was my understanding that various credits were given to the BIA because it was felt that  
20 the BIA, in order to operate its own books and records, would prefer to have the  
21 approximately 12 accounts paid directly to Mohave even though those accounts were  
22 extended as a courtesy to and under the authority of the BIA and not pursuant to any  
23 undertaking of retail responsibility (given the previously recited facts that Mohave had no  
24 Corporation Commission authority or other legal authority to operate outside of the 70 mile  
25 Line right-of-way except under the agency of the BIA and could be declared a trespasser  
26 and be vulnerable to taxes and liabilities and damages if any of the Tribes at any point in  
27 time sought to claim taxes or damages or to challenge the status of Mohave on the  
28

1 reservations). In each of the instances, unless Mohave claimed to be operating under the  
2 agency and authority of the BIA, in my opinion as Manager of Operations, it was  
3 completely defenseless to any Tribal action claiming Mohave was unlawfully on the  
4 reservations and transacting business without appropriate licenses and consents.  
5

6 **Q. From an engineering and operations perspective, did Mohave consider the Line**  
7 **to be a transmission or distribution line?**

8 **A.** It was my understanding as the Manager of Operations that the essential function of  
9 the 70-mile Line was a transmission line to deliver electricity to the BIA in order for it to  
10 sell electricity to the Indians in the Canyon along its retail distribution lines. The incidental  
11 service approximately 12 or fewer essentially BIA and tribal accounts was practical because  
12 the actual physical voltage and facility construction of the line was such it could  
13 accommodate the requested service drops without having to put in place any additional type  
14 of step-down and transformation facilities and equipment.  
15

16 I was led to believe from conversations and experience (with the BIA helping the Fort  
17 Mojave Indian Tribe create the AhaMaCav Tribal Utility Authority) that the nature of the  
18 line was constructed not only to be a transmission line to the BIA for resale of electricity but  
19 also to make it easier for any subsequent Tribal Enterprise to get into the electric utility  
20 business. It was always my understanding from what I was told that the BIA wanted the  
21 Tribes to eventually get into the Tribal utility business and eventually wanted the Tribes to  
22 be able to deliver retail electricity to themselves and others on their respective reservations.  
23 It was for that reason that, when I began working for Mohave in 1991, Mohave employed  
24 two tribal members who were being trained to work as linemen for when the Tribes took  
25 over maintenance and control of the Line after the contract expired. The BIA could get out  
26 of the electric business, stop seeking appropriations, and escape its fiduciary duty and  
27  
28

1 expense of delivering that service to the Indians. I say this based on what I understood to be  
2 documents produced from the late 1970s and early 1980s.

3  
4 My understanding over the years this was also one of the reasons why we understood the  
5 contract to require that if the BIA and the Indians did not take over the Line when the  
6 contract terminated (whether or not it had ever been renewed), Mohave was contractually  
7 obligated to tear down and to remove the Line. This provision induced Mohave to believe  
8 that ultimately the BIA intended that the Tribes own and operate the Line for service on the  
9 Tribal areas.

10  
11 An example of my understanding and belief is the way in which the BIA and the Tribes  
12 asserted control and assumed jurisdiction and operational control over the Line and  
13 cooperated with and allowed the Indian Health Service in 2003 to build, construct and  
14 operate and interconnect with the 70 mile Line a new 13.5 mile line completely outside any  
15 Mohave related historic easement or right of way relationship. An application, should  
16 Mohave wanted one, for extension into such a remote and unpopulated area with horrendous  
17 potential economic impacts and requirements was believed by Mohave to not be the type of  
18 extension the Commission would permit or approve, particularly due to its adverse  
19 economic impact on the certificated area members. There were in my opinion as operations  
20 manager no economic justifications then or now to support a request for service are  
21 expansion in this area.

22  
23 Mohave does not believe that the extension of approximately 12 services as a courtesy to  
24 and under the authority of the BIA prior to the BIA 1992 termination of the original contract  
25 could or should be extrapolated to the economic disadvantage of Mohave's 37,000 members  
26 and converted into an unfunded open-ended expense obligation to serve the entire area by  
27 forcing the Mohave members to assume the unfunded expense of a BIA federal mandate.  
28

1 We always considered the Line to be a contract transmission line delivering electric power  
2 to the BIA for resale with incidental connection of 12 services as a courtesy to the BIA and  
3 under the authority of its agency during the first 10 years. We tried to deal in good faith to  
4 not interrupt service while trying to negotiate a new contract.  
5

6 **Q. Do you agree with the conclusions reached by BIA witness Leonard Gold**  
7 **concerning Mohave's treatment of the Line in regulatory filings?**

8 A. No. I am not a lawyer. Mr. Gold, to my knowledge is not a lawyer. In my opinion  
9 neither of us can conclude the legal effects and the interpretation of the GSA BIA 1982  
10 contract and the ruling in 1982 of the Arizona Corporation Commission nor the  
11 interpretation of the applicable statutes, rules and regulations and regulatory filings. The  
12 filings will say what they say, but the legal effect, if there is any legal effect in light of the  
13 original contract and subsequent Commission orders and rules and regulations, is beyond  
14 what I believe is my and Mr. Gold's areas of expertise.  
15

16 In my opinion as an Operations Manager the treatment by Mohave of the Line in regulatory  
17 filings without express formal federal or state or tribal recognition and approval of the  
18 consequences does not affect the legal electric service relationship between Mohave and the  
19 BIA and the Indians. My area of experience is in operations. Mr. Gold is a respected and  
20 registered engineer. I am unaware he has legal contractual expertise or license to give a legal  
21 opinion on contractual interpretation or the legal consequences of various legal filings upon  
22 the relationship of persons who have entered into a formal contract.  
23

24 In portions of his testimony, Mr. Gold attempts to resolve the differences in terminology  
25 among words such as "power line", "transmission line" and "distribution line" but all his  
26 efforts accomplish is to require the conclusion that for a correct understanding of the legal  
27 contractual function of the 70 mile Line one must look to the 1982 contract and the 1982  
28

1 Commission order. Physical characteristics of lines which describe their normal or typical  
2 use cannot overcome what is, in this unique situation, a contractual intent of making the  
3 Line a transmission Line of electricity for resale. After all, there was not going to be an  
4 extension of the UniSource/Citizens service territory or the APS service territory if they had  
5 been selected because, in each instance, there was going to be an approved FERC wholesale  
6 contract in recognition of the intended wholesale transaction.  
7

8 The fact Mohave physically constructed an adequate line for delivery of the service does not  
9 allow the physical characteristics of the line to change the nature of the contract  
10 relationship. In any event, the contract recognized that, if the wholesale demands of the  
11 BIA exceeded a certain level, the BIA had to make facility improvements. Such would  
12 never have been the case if the relationship was simply a retail customer relationship. Again,  
13 the characteristics of the terminated contract control.  
14

15 And, I am told, it is clear from the negotiating tactic of the BIA of filing in the Court of  
16 Claims a dispute over the construction and operations costs of the line which the staff of the  
17 BIA themselves would not support, that the BIA terminated the contract in 1992 in the  
18 belief it could pass on to the members of Mohave the unfunded expense of the BIA's federal  
19 mandate to take care of the Indians and the tribes. Mr. Gold's recitation of facts and figures  
20 do not in my opinion, having built or supervised the building of power lines over 25 years,  
21 cause a legal conclusion, only an engineering textbook conclusion, and this case, in my  
22 opinion, not best engineering techniques or concepts.  
23

24 **Q. Do you agree with the conclusions reached by BIA witness Leonard Gold as to**  
25 **the engineering and operational aspect of the Line that in his view render the Line a**  
26 **"distribution line"?**  
27  
28

1 A. Absolutely not. See my prior comments. The voltage capacity of a line does not  
2 alone determine its use, especially where, as here, there is a Contract governing the use and  
3 nature of the Line. Although I would agree that 24.9 kV lines are typically considered from  
4 the text books distribution lines because of their use and suitability for electric service in  
5 urban retail situations that label usually applies in urban settings, and is of questionable  
6 application in a remote area such as the Hualapai and Havasupai Tribal lands at issue here.  
7 A 24.9 kV line in a highly-developed area such as Bullhead City has different uses that a  
8 24.9 kV line delivering power to a single meter at Long Mesa for BIA retail distribution in  
9 non-certificated lands on a federal Indian Reservation. In my opinion it is misleading to  
10 apply urban standards to this Line in this location and for this use.

11  
12 It is equally misleading to attempt to use the Line Siting Committee jurisdictional provisions  
13 such as A.R.S. Sec. 40-360(10) to imply that any line under 115kV must be a "distribution  
14 line." The Line Siting Committee statutes, as well as the rules of NERC and WECC  
15 concern reliability and jurisdiction by authorities, and these statutes and rules do not reflect  
16 legal conclusions to be drawn from contracts. Rather, the contractual mechanisms under  
17 which the service was established must control the characterization of the use, together with  
18 consideration of whether the utility even has a CCN or other proper legal authority to serve  
19 customers in the area where it is alleged to be providing "retail service."

20  
21 Mr. Gold's description from text books on line construction characteristics is classically  
22 accurate as to the classical construction characteristics but ignores the 1982 contract which  
23 by no means contemplated in my operations management opinion any relationship other  
24 than a transmission sale for resale with provisions for certain service accommodation under  
25 the authority of and with the consent of the BIA for so long as the contract existed (keeping  
26 in mind the obligation to remove the line).

1 For several years now since 2003, Mohave has simply delivered wholesale power to the  
2 BIA at the Nelson Substation, invoiced the ACC approved metered rates at that location to  
3 the BIA, and the BIA, in fulfillment of its federal mandate to address and solve the health,  
4 education and welfare electric service needs of the Tribes, has taken and distributed the  
5 power from there. If there is a service interruption, agreements are in place to restore service  
6 so long as the expense is reimbursed to the providers of the repair services. Mohave  
7 continues to deliver electricity under Commission approved rates to the BIA at the Nelson  
8 substation. And the BIA meter reader has an additional 12 or fewer meters to read.  
9

10 **Q. Did Mohave abandon the Line in July 2003?**

11 A. Yes. The failure to conclude mutually agreeable contractual relationships after the  
12 termination of the contract in 1992 despite years of efforts to conclude an agreement  
13 including litigation in Federal Court confirmed in the mind of management, particularly  
14 after consideration of the Arizona Corporation Commission 1982 order declaring the Line  
15 not used or useful (and never to be used and useful) that the fiduciary duty of the Board and  
16 management was to minimize the risk and liability to the 37,000 members of Mohave within  
17 is recognized CC&N. Mohave concluded that the 70 mile Line was surplus to the needs of a  
18 Cooperative without a mutually agreeable contract like the terminated 1982 contract, and  
19 Management recommended abandonment. The board adopted a resolution of and  
20 authorized and instructed be filed instruments of abandonment. See Ex. 14. Subsequently  
21 after the Line was abandoned, the BIA and the Tribes inherited the opportunity to provide  
22 themselves electric service. See Exhibits 15, 16, 17, 18. Otherwise, under the terms of the  
23 original 1982 contract, Mohave was then required at the request of the BIA and Tribes to  
24 remove the Line. See Ex. 3.  
25

26 **Q. To your knowledge how has the Line been operated and maintained since July**  
27 **2003?**  
28

1 A. As I have explained, subsequent to July 2003 electricity has continued to be sold and  
2 delivered to the BIA at the Nelson substation under Mohave's most favorable Arizona  
3 Corporation Commission approved tariff, enabling the BIA to use and or resell and  
4 distribute electricity to the approximately 12 accounts and to the Havasupai in the Canyon  
5 and whatever other uses the BIA may care to make, including for instance sales to the  
6 Indian Health Service and the Havasupai off the 13.5 mile line they built. And after the  
7 abandonment of the line to the BIA, upon interconnection the BIA demonstrated it had  
8 assumed the expense of connection and operation of the new 13.5 miles of electric service to  
9 the Indian Health Service and Havasupai in fulfillment of its federal mandate, which  
10 included assumption of control over the abandoned 70 mile Line and assumption of  
11 financial responsibility of for capital and other costs attributable due to any current or future  
12 increased load imposed on the Nelson substation, if, as and when it might occur.

13  
14 **Q. How does the Operations Protocol with UNS Electric and Arizona Public**  
15 **Service Company related to the Line work?**

16 A. As I have commented, whenever there is an need or incident or interruption on the  
17 Line that requires attention, the BIA follows a process. In some instances BIA calls upon  
18 Sturgeon Electric to rebuild lines which, by the way is what Mohave and APS and  
19 UniSource would usually do in this remote area. This occurred recently in the Canyon.  
20 Sometimes BIA calls Zeus Electric. Normally BIA first places a call to Mohave to  
21 determine if Mohave has resources readily available to respond. Given the fact an outage in  
22 the general area usually means there are outages within Mohave's certificated area, Mohave  
23 may not have resources readily available. The BIA then contacts Unisource. If UniSource  
24 does not have resources readily available, the BIA contacts Arizona Public Service. In each  
25 instance, the participating utility requires that it be reimbursed and paid for the costs that it  
26 incurs.  
27  
28

1 So far, use of the process and protocol and mutual aid agreement by the BIA has worked.  
2 Reported incidents and outages have been responded to and outages restored to service and  
3 the BIA has paid the bill from the responding utility or company. As I have noted, outages  
4 on the Line must be expected from time to time, but the Line was and is well constructed  
5 pursuant to federal REA standards which have proven as standards to be excellent since the  
6 1930s. With the Mutual Aid agreement, the BIA is the beneficiary of having the resources  
7 of 3 utilities and two experienced contractors available to respond. Will there be delays?  
8 Yes. The nature of the Line and the territory are such that delays are to be expected. This  
9 does not mean, if there is a delay, that there has been a failure of duty to respond  
10 responsibly. As utility managers, we all respond to emergencies as best we can within our  
11 physical resource constraints.

12  
13 **Q. Is there any basis upon which Mohave owes a duty to reimburse the BIA for**  
14 **repair services Mohave and others performed on BIA's behalf on the Line?**

15 **A:** In my opinion, no. After the 1992 BIA contract was terminated and there was BIA  
16 refusal to renegotiate or extend the contract, in my opinion, the BIA, as a fiduciary to the  
17 Indians, had the obligation (and not the 37,000 members of Mohave) of maintaining the  
18 integrity of the Line and the approximately 12 pre-1992 accounts and the reliability of  
19 service along that Line. In my opinion, upon assurance of reimbursed expenses, it was the  
20 obligation of Mohave, as a sister utility, to deal in good faith with the BIA and to respond as  
21 best it could under the circumstances to any BIA requests for aid and assistance. The BIA is  
22 attempting to shift the expense it should continue to pay and to put it on the backs of the  
23 Mohave members so that they pay what is actually the expense of the BIA federal mandate  
24 and obligation to take care of and pay for the health, safety and welfare electric needs of the  
25 Tribes, their members and the Indian Health Service.  
26  
27  
28

1 As it has demonstrated and testified, the BIA has the money and it has the responsibility to  
2 purchase and pay for the expense of the electricity and cause it to be delivered over the 70  
3 mile Line and to maintain, with the help of the three utilities and the two described electric  
4 service companies, the associated facilities which can and should be maintained at federal  
5 expense in a condition of repair adequate to provide reliable service. That responsibility  
6 should not be on the backs of Mohave's 37,000 other members within the existing CC&N.  
7 Mohave delivers the electricity at the Nelson Substation and is ready and willing to help the  
8 BIA on the condition it is reimbursed its expenses, the same as required by UniSource and  
9 APS.  
10

11 **Q. To your knowledge, have there been any changes or additions to the Line since**  
12 **July 2003?**

13 A. Yes. With the permission of and assumption of control after abandonment of the 70  
14 mile Line by the BIA and the Tribes, a 13.5 mile line with an unknown number of services  
15 has been interconnected to the Line. The BIA and IHS and Tribes effectively assumed  
16 responsibility and the expense for and control and operation of both lines and their attendant  
17 facilities and customers.  
18

19 **Q. Did Mohave have any involvement in planning or oversight of the 13.5 mile spur**  
20 **added to the Line?**

21 A. No. The 70 mile Line and service drops had been abandoned prior to the  
22 construction and interconnection by IHS and Havasupai of the 13.5 mile line. The BIA  
23 electric demands on the capacity of the Nelson substation was limited by the 1982 contract.  
24 In the event the BIA sought to increase electrical demands beyond the provisions of the  
25 1982 contract it was required to pay for the expense of increased use and demands on  
26 capacity. It now seeks to evade and avoid that responsibility and shift the expense to  
27 Mohave ratepayers.  
28

1  
2 Upon abandonment of the 70 mile Line the Nelson and other expenses reverted back to the  
3 BIA (avoiding for the Mohave members the cost shift intended by the BIA by terminating  
4 the contract). All the lines belong to the BIA and Tribes and HIS as they agree among  
5 themselves. The Indian Health Service built a 13.5 mile line, created a demand for  
6 electricity and sought an interconnection with the 70 mile Line. Being the stewards and  
7 owners of the Line and having assumed in my opinion responsibility for and operation and  
8 control of the Line, the BIA and the Tribes permitted the interconnection which created an  
9 additional burden on the Nelson substation. Mohave did not participate in the planning or  
10 construction of the new line or the interconnection with the abandoned Line.  
11

12 In my opinion Mohave had no operational or technical right to nor obligation to participate  
13 in the planning or construction of the new line or the interconnection with the abandoned  
14 Line. Construction and interconnection of the new line with the abandoned Line has  
15 consequences upon the electrical capacity and capability of the Nelson substation for which  
16 expenses the BIA and the Tribes have responsibility. This is an impact on the Mohave  
17 Certificated Service Area and reliability of its electric system.  
18

19 In my opinion from an operations perspective it would be inappropriate and, from a  
20 management perspective, it would be an unlawful extension of Mohave's service territory  
21 for it to have any responsibility for the Indian Health Service line, customers or the  
22 interconnection. The BIA and the affected Tribes have assumed operation and control of  
23 the abandoned 70 mile Line and the interconnected line and are responsible for the financial  
24 and physical operation, repair and maintenance of that line and for the capital costs of any  
25 improvements required at the Nelson substation or elsewhere.  
26  
27  
28

1 Q. What would be the effect on Mohave's operations and activities if the  
2 Commission were to require it to operate and maintain the Line?

3 A. As the Manager of Operations, without a BIA contract for reimbursement of the  
4 costs of operations of the line, the cost to Mohave would be a significant burden on the  
5 already burdened 37,000 plus members in the certificated area. Mohave and its members  
6 would probably be without insurance for certain activities on the reservation since the  
7 activities and facilities would occur and be located on lands of sovereign Tribal nations and  
8 there would be no Indian Trader License or Secretary of the Interior approved Tribal  
9 licenses or rights of way and there is usually no insurance for the consequences of illegal  
10 acts. Moreover, one of the original easements has expired.

11  
12 Without a BIA contract and new easements and Tribal authorizations, the members, instead  
13 of the BIA, would be subject to whatever taxes the Tribes wanted to impose (which  
14 previously were paid by the BIA and amounted to in excess of \$20,000 a year). Also,  
15 Mohave would be subject to financial liability in Tribal courts and would be acting without  
16 a Indian Trader License and would be operating unlawfully as a trespasser on Tribal lands  
17 because there would no longer be an agency contract relationship with the BIA as the agent  
18 of the Tribes. I would be required to staff and equip at the expense of the members of  
19 Mohave. without the reimbursement originally provided for in the 1982 contract an  
20 inherently uneconomical isolated system for delivery of electrical service which would be  
21 an economic burden on the members of Mohave.

22  
23 In my opinion, were a request for extension of the CC&N into this area be made to the  
24 Arizona Corporation Commission, based on an economic analysis of the area and service  
25 requirements and the need for advances in aid of construction and other expense  
26 reimbursement provisions, which requirements would not be binding upon the Tribes or the  
27 United States because of sovereign immunity, and the adverse impact on existing members  
28

1 both financially and liability wise, the Commission would not authorize an extension of the  
2 certificated area.

3  
4 Additionally, the failure and refusal of the BIA to have maintained or to have reinstalled the  
5 diesel generators at the top of Long Mesa (which originally existed at the time of the 1982  
6 contract, I am told, when the Line first became operative in 1982), would continue to make  
7 the service along the entire 70 mile Line including the retail service of the BIA to its  
8 customers in the Canyon and to the approximately 12 meters along the Line expensive to  
9 maintain. The additional unfunded expense is a transfer of a federal mandate belonging to  
10 the BIA, once contractually paid by the BIA, which for years was and is now being paid by  
11 the BIA which it has demonstrated it can pay with congressional approval and which now,  
12 as Manager of Operations, I would be required to budget and to ask Cooperative members to  
13 pay from their checkbooks to benefit the BIA and tribal related expenses.

14  
15 **Q. What would be effect on Mohave if the Commission were to declare that the**  
16 **Line was part of Mohave's service territory?**

17 **A.** I have just described some of the effect. The Commission would be ignoring the  
18 sovereign Tribal jurisdiction over Tribal lands by asserting ACC jurisdiction over service to  
19 the area without jurisdiction to even authorize recovery of billings due to the lack of  
20 jurisdiction over activities on the reservations. Mandating the Line to be in Mohave's  
21 service territory would also reverse the Commission's earlier 1982 decision that the Line  
22 was not used and useful to Mohave's members and would not be used and useful to  
23 Mohave's members. The Commission would be instructing Mohave to invade without the  
24 authority of a separate sovereign nation which has its own laws, and to include as a part of  
25 Mohave service territory with a duty to serve at retail approximately 700 square miles of  
26 lands Mohave and its membership have never sought to serve, other than under the narrow  
27 easement of the 1982 contract terminated by the BIA (then only as the agent of the BIA).  
28

1  
2 The Commission would potentially make vulnerable to the taxing, police and other  
3 regulatory authority and jurisdiction of the sovereign Tribes and the federal government the  
4 operation of Mohave's electrical business. The adverse economic consequences of this  
5 action by the Commission, if it so orders would be an attack on the pocketbook and rights of  
6 the current members. Anyone who understands the risks of doing authorized as well as  
7 unauthorized business on Tribal lands must understand the tremendous potential liability to  
8 the 37,000 members of Mohave. We believe our work on the reservation would probably be  
9 uninsurable because the laws of the state and United States would be supplanted by the  
10 Tribal laws, and we are not aware if our insurers would cover such an open ended liability  
11 exposure. Even today, before we undertake work on the reservations we require tribal  
12 consent to traverse portions of the reservations not within the easements for fear of being  
13 declared a trespasser.  
14

15 Q. Does this complete your direct testimony?

16 A. Yes, it does.  
17  
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28

1 **ORIGINAL and 13 COPIES** of the  
2 foregoing were hand-delivered for  
3 filing this 20th day of October, 2008 to:

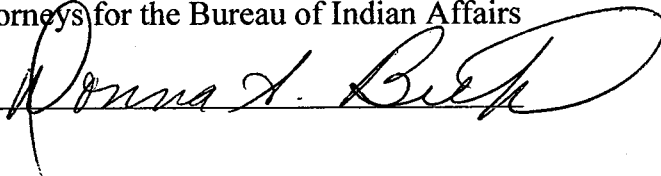
4 Docket Control  
5 Arizona Corporation Commission  
6 1200 W. Washington Street  
7 Phoenix, AZ 85007

8 Hearing Division  
9 Arizona Corporation Commission  
10 1200 W. Washington  
11 Phoenix, AZ 85007-2927

12 Janice M. Alward, Esq., Chief Counsel  
13 Legal Division  
14 Arizona Corporation Commission  
15 1200 W. Washington Street  
16 Phoenix, AZ 85007

17 **COPY** of the foregoing hand delivered this  
18 20th day of October, 2008, to:

19 Mark J. Wenker, Esq.  
20 U.S. Attorney's Office  
21 40 N. Central Avenue, Suite 1200  
22 Phoenix, AZ 85004-4408  
23 Attorneys for the Bureau of Indian Affairs

24   
25  
26  
27  
28

**1**

ARTICLES OF CONVERSION  
of the  
MOHAVE ELECTRIC CO-OPERATIVE, INCORPORATED

---  
PREAMBLE

MOHAVE ELECTRIC CO-OPERATIVE, INCORPORATED, filed its Articles of Incorporation with the Arizona Corporation Commission on the 3rd day of July, 1946, as a nonprofit corporation dealing in electrical energy. In 1952 the State Legislature of the State of Arizona passed the Electrical Cooperative Act to which existing electric cooperative, nonprofit corporations might convert in the manner outlined by the Revised Statutes of Arizona. It is the purpose of these Articles of the Mohave Electric Co-operative, Incorporated, to convert into a cooperative as defined by the Electrical Cooperative Act, by the adoption of the within articles which, pursuant to law, will hereafter be deemed the Articles of Incorporation of the cooperative.

ARTICLE I

The corporation as it now exists is Mohave Electric Co-operative, Incorporated, and the present address of its principal office is Kingman, Arizona. The name of the company as a cooperative shall be Mohave Electric Co-operative, Incorporated, and the address of its principal office as a cooperative shall be Post Office Box 711, Kingman, Arizona.

ARTICLE II

This corporation was organized under the statutes of the State of Arizona providing for the incorporation of a corporation not for profit and as set forth in Section 53-408, Arizona Code annotated 1939.

ARTICLE III

The Mohave Electric Co-operative, Incorporated, elects to become a cooperative nonprofit membership corporation subject to the Electric Cooperative Act.

ARTICLE IV

The names and addresses of the directors of the cooperative are:

Russell Martin	Valentine, Arizona
N. T. Lause	Bullhead City, Arizona
Verner Evans	Sandy Route, Kingman, Arizona
James Curless	Peach Springs, Arizona
Donald J. Dilts	Valentine, Arizona
Sam Joy, Jr.	River Route, Kingman, Arizona
J. Mason Thompson	Bullhead City, Arizona
Harry L. Hofreiter	Kingman, Arizona
A. T. Bland	Wickiup, Arizona

ARTICLE V

The nature of the business of the corporation and the objects or purposes to be transacted, promoted or carried on by it are as provided in Article 10, Chapter 2, A.R.S. 1956.

ARTICLE VI

The statutory agent upon whom all notices and processes, including service of summons, may be served, shall be JOHNNIE R. RALEY of Kingman, Mohave County, Arizona.

ARTICLE VII

The corporate existence shall begin on the date these Articles are filed with the Corporation Commission and shall exist

and continue for twenty-five years thereafter, with the privilege of renewal as provided by law.

#### ARTICLE VIII

Section 1. Any person, firm, corporation or body politic may become a member in the corporation by:

- (a) Paying the membership fee hereinafter specified;
- (b) Agreeing to purchase from the corporation electric energy as hereinafter specified; and
- (c) Agreeing to comply with and be bound by the articles of incorporation of the corporation and these bylaws and any amendments thereto and such rules and regulations as may from time to time be adopted by the board of directors, provided, however, that no person, firm, corporation or body politic shall become a member unless and until he or it has been accepted for membership by the board of directors or the members.

The bylaws may provide for appeal by an applicant to a meeting of the members. No person, firm, corporation or body politic may own more than one (1) membership in the corporation.

Section 2. The membership fee shall be five dollars (\$5.00), but the bylaws may provide for additional fees to be paid by members requesting more than one service connection.

IN WITNESS WHEREOF, we, as the duly elected, authorized and acting directors, have hereunto set our hands and seals as such

directors in the County of Mohave, State of Arizona, on this 17<sup>th</sup>  
day of May, 1961.

Russell Martin  
RUSSELL MARTIN

N. T. Lause  
N. T. LAUSE

Verner Evans  
VERNER EVANS

James Curless  
JAMES CURLESS

Donald J. Dilts  
DONALD J. DILTS

Sam Joy, Jr.  
SAM JOY, JR.

J. Mason Thompson  
J. MASON THOMPSON

H. L. Hofreiter  
HARRY L. HOFREITER

A. T. Bland  
A. T. BLAND

STATE OF ARIZONA }  
COUNTY OF MOHAVE } ss.

On this, the 17<sup>th</sup> day of May, 1961, before me, a  
notary public in and for said county, presiding therein, duly com-  
missioned and sworn, personally appeared RUSSELL MARTIN, N. T. LAUSE,  
VERNER EVANS, JAMES CURLESS, DONALD J. DILTS, SAM JOY, JR., J. MASON  
THOMPSON, HARRY L. HOFREITER and A. T. BLAND, known to me to be the  
persons whose names are subscribed to the foregoing articles of con-  
version, as corporators and who are also names therein as directors,  
and each duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal at my office in said Mohave County, the day and  
year in this certificate first above written.

My commission expires:

July 12 1961

Carl D. Hammond  
Notary Public in and for the County  
of Mohave, State of Arizona

A F F I D A V I T

1  
2 STATE OF ARIZONA )  
3 COUNTY OF MOHAVE ) ss.

4 RUSSELL MARTIN, being first duly sworn upon his oath,  
5 deposes and says:

6 (1) That he is the President of the Mohave Electric Coop-  
7 erative, Inc., and was at all times referred to herein.

8 (2) That he has read the foregoing Articles of Conversion  
9 and that he makes the affidavit in compliance with Section 10-776,  
10 Arizona Revised Statutes.

11 (3) That the Mohave Electric Cooperative, Inc., did duly  
12 comply with all of the provisions of Section 10-776, Arizona  
13 Revised Statutes, and that the Articles of Conversion which are  
14 attached hereto and made a part hereof were duly presented to a  
15 meeting of the members of the Mohave Electric Cooperative, Inc.,  
16 by mailing a copy thereof to each of its members, together with a  
17 notice of the annual meeting which was held on May 17, 1961, and  
18 that the said notice of annual meeting was mailed in accordance  
19 with the law, and with the bylaws of the Mohave Electric Coopera-  
20 tive, Inc.

21 (4) That a quorum was present at the said annual meeting  
22 of May 17, 1961, and that the Articles of Conversion attached  
23 hereto were presented to the said membership and were approved by  
24 an affirmative vote of not less than two-thirds of the members  
25 voting thereon.

26 (5) That the said Articles of Conversion are in proper  
27 form and contain the proper recitations as required by law and  
28 were executed pursuant to Section 10-776, Arizona Revised Statutes.

29 (6) That this affidavit is made for the purpose of comply-  
30 ing with the provisions of Section 10-776 and for proving that the  
31 provisions of said statute were duly complied with.  
32

1 (7) That the Articles of Conversion attached hereto and  
2 made a part hereof shall be deemed to be the Articles of Incor-  
3 poration of the Mohave Electric Cooperative, Inc.

4  
5   
6 RUSSELL MARTIN

7 Subscribed and sworn to before me this 17th day of May,  
8 1961.

9  
10   
11 Notary Public

12 My commission expires:  
13 July 12, 1961.  
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**2**

STANDARD FORM 18, MARCH 1971  
GENERAL SERVICES ADMINISTRATION  
FD-PROC. REG. (41 CFR) 1-16.201

REQUEST FOR QUOTATIONS  
(THIS IS NOT AN ORDER)

PAGE 1 OF 1

1. REQUEST NO. N-446	2. DATE ISSUED 6/8/76	3. REQUISITION/PURCHASE REQUEST NO.	4. CERTIFIED FOR NATIONAL DEFENSE UNDER DPS REG. 1 AND/OR DMS REG. 1 RATING:
5. BY Bureau of Indian Affairs Phoenix Area Office P. O. Box 7007 Phoenix, Arizona 85011 FOR INFORMATION CALL (Name, area code and tel. no.) (No collect calls)			6. DELIVER BY (Date)
7. TO NAME AND ADDRESS (Street, city, state, and ZIP code)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
8. TO NAME AND ADDRESS (Street, city, state, and ZIP code)			8. DESTINATION (Consignee and address including ZIP code) See Schedule

10. Please furnish quotations to the issuing office on or before close of business (date) 7/8/76. Supplies are of domestic origin unless otherwise indicated by quoter. This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the government to pay any costs incurred in the preparation or the submission of this quotation, or to procure or contract for supplies or services.

## SCHEDULE

11. ITEM NO.	12. SUPPLIES/SERVICES	13. QUANTITY	14. UNIT	15. UNIT PRICE	16. AMOUNT
	Provide electric energy to the Hualapai and Havasupai Reservation, Arizona in accordance with attached specifications, terms and conditions.				
	<i>Citizens Utilities Mr. Silva 753-2124</i>				
	<i>Chase Western Bank 445-5700</i>				
	<i>Jack Duffy A.P.S. FLAESTAFF 774-4501</i>				
	<i>P.O. Box 1329</i>				
	<i>Dale Tarkington 271-7900</i>				
	<i>H. Gordon Stewart V.P. 203/327-9900</i>				
	<i>Charles Riether 703 557-8570 GSA</i>				
	<i>5.2 after payment of 10000</i>				
	<i>Shrader Moore 753-2124</i>				

17. PRICES QUOTED INCLUDE APPLICABLE FEDERAL, STATE, AND LOCAL TAXES.

DISCOUNT FOR PROMPT PAYMENT \_\_\_\_\_ % 10 CALENDAR DAYS \_\_\_\_\_ % 20 CALENDAR DAYS \_\_\_\_\_ % 30 CALENDAR DAYS \_\_\_\_\_ CALENDAR DAYS

NOTE: Reverse must also be completed by the quoter.

19. AND ADDRESS OF QUOTER (Street, city, county, State, including ZIP code)	19. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	20. DATE OF QUOTATION
	21. SIGNER'S NAME AND TITLE (Type or print)	22. TELEPHONE NO. (Include area code)

## S P E C I F I C A T I O N S

SCOPE: Electric energy is required to serve existing and future installations on the Hualapai and Havasupai Indian Reservations located north of Route 66 on and adjacent to the Supai Road, Coconino County, Arizona. Requirements consist of installation of transmission and/or distribution electrical facilities to serve residential and commercial installations located on each of the reservations in the area noted above.

EXISTING CONDITIONS: The Havasupai Indian Reservation is presently served by a diesel electric generating plant with 1300 KVA peak load capacity. Generation is 2400 volts, three phase delta, with transformation to 2400/4160 wye volts. The generating plant is located at the rim of the Grand Canyon, overlooking the Havasupai Reservation. The distribution facilities consist of overhead lines insulated for 25 KV to a riser pole in the Canyon floor. Distribution in the Canyon consists of 3-1/C25 KV XLPE concentric neutral underground cables with single phase radial feeders. At the present time, all loads are served at 120/240 volts from single phase pad mount transformers. The entire system is operated at 2400/4160 wye volts.

The power transformer at the generating plant is rated at 1000 KVA with a dual voltage primary rated 2400 volts delta, 14.4, 24.9 KV grounded wye; secondary 2400/4160 wye volts.

Installations on the Hualapai Reservation in the Frazier Wells area consist of two single phase generators rated 8 KW, and 25 KW for use during the summer months. The Hilltop area at the end of Supai road is served by an 8KW single phase generator. There are no other electrical installations in the area to be served.

Extension of overhead lines from the Long Mesa and Supai Road Junction to the Hilltop area will only be considered as an added alternate.

REQUIREMENT: The electric utility shall make a proposal to furnish all labor and material for overhead transmission and/or distribution facilities from its (the utilities) source of supply to the Frazier Wells area, thence northeast along Supai Road to the Long Mesa Road, thence along the Long Mesa Road to the Long Mesa Generating Plant. Construction of the lines and facilities shall be in accordance with Safety Rules for the Installation and Maintenance of Electric Supply and Communication Lines, latest editions, as published by the National Bureau of Standards. Material and equipment shall meet NEMA and ASNI standards.

LOAD DATA:

1975-1976	Peak load-winter (Supai)	500 KVA
1976-1977	Peak load-winter (Supai)	650 KVA
1985	Peak load-winter (est.)(Supai)	1000 KVA
	Peak load-summer 1975 (Supai)	150 KVA
	Peak load-summer 1985 (Supai)	300 KVA
	Frazier Wells-winter 1975*	50 KVA
	Frazier Wells-summer 1975*	100 KVA

\*Includes well pumping presently using LPG.

Forecasts for the area include development of the Frazier Wells area for tourism and probable permanent housing projects for the Hualapai Tribe, in addition to an existing summer youth camp.

RIGHTS-OF-WAY: The utility shall obtain all necessary rights-of-way from the Hualapai and Havasupai Tribes and rights-of-way for property belonging

to others, including property under Federal and State Jurisdiction. The Hualapai and Havasupai Tribes have passed joint resolutions requesting commercial electrical energy.

ENVIRONMENTAL IMPACT STATEMENT: The utility shall prepare an environmental impact statement for the proposed facilities and power lines.

JOINT USAGE: The Arizona Telephone Company provides telephone services to the area involved. Joint use of telephone-power facilities will be the responsibility of the utility companies concerned.

RIGHT-TO-SERVE: Construction of facilities on Indian Reservations is governed by Title 25 Code of Federal Regulations and other Public Laws passed by the U.S. Congress. Permission for the right to serve on other than Indian lands will have to be resolved by the utility with the Arizona Corporation Commission and whatever other Federal and local entities are involved.

REQUESTS FOR INFORMATION: Specific information regarding routes, topography, tribal permissions shall be addressed to Charles Pitrat, Superintendent, Truxton Canon Agency, Valentine, Arizona. Requests for technical information regarding existing facilities, loads and forecasts shall be addressed to John Artichoker, Area Director, Phoenix Area, P. O. Box 7007, Phoenix, Arizona 85011, Attention: Branch of Facility Management.

POINT OF INTERCONNECTION: The point of interconnection between the utility's facilities and the Bureau of Indian Affairs will be on the line side of the Long Mesa power transformer. Power for the Havasupai Reservation shall be metered primary. All metering facilities shall be furnished by the utility.

SPECIAL PROVISIONS:

1. A clause shall be included in the contract for maintenance of the distribution facilities from Long Mesa into the Havasupai Village to include overhead primary, underground primary, and installation and removal of distribution transformers. Maintenance shall be on an "on call" basis with payment to be cost plus overhead charges. The Bureau of Indian Affairs shall have the option of using other contractors if it is deemed in the best interests of the United States Government.
2. All facilities on the load side of the primary metering shall be under the jurisdiction of the Bureau of Indian Affairs. This shall include the Long Mesa Generating Plant and its associated equipment.
3. The Generating Plant will be utilized to provide emergency power to the Havasupai Indian Reservation in the event of power outage on the utility's system. Switching arrangements shall be provided by the utility to insure that the emergency generators shall not back-feed into the utility's system.

3

# NEGOTIATED ELECTRIC UTILITY CONTRACT

GS-OOS-67021

The Contractor identified below agrees to sell and deliver to the UNITED STATES OF AMERICA, hereinafter referred to as the "Government," and the Government agrees to purchase and receive from the Contractor electric power and energy at the Service Location hereinafter referred to, subject to (1) the terms and conditions set forth on the face and reverse side of this page and on any continuation pages attached hereto; (2) Technical Provisions (GSA FORM 1684); and (3) Supplemental Provisions (GSA FORM 1685).

1. **SERVICE LOCATION:** The Contractor shall furnish to the Government all electric energy which the Government may request during the term of this contract up to 1500 KW for the operation of its facilities located at Hualapai and Havasupai Indian Reservations, as more fully described in Addendum No. 1.
2. **POINT OF DELIVERY:** The Contractor shall make and pay for all connections between the systems of the Contractor and the Government at the point of delivery. The point of delivery is described as follows:  
Line side of Long Mesa Power Transformer, as more fully described in Addendum No. 1 and Exhibit 1.
3. **SERVICE CHARACTERISTICS:** Electric energy to be supplied hereunder shall be alternating current three (3) phase, sixty cycles, and shall be delivered at 14,4/24.9 kilo volts as normal, with allowable variation of 10 percent above or below normal. The electric energy furnished hereunder shall be metered at 24.9 kilo-volts. All as more fully described in Addendum No. 1.
4. **CHARGE:** The Contractor shall be paid for the services herein contracted for pursuant to charges described in Addendum No. 1  
which is attached and made a part hereof, commencing with the period in which electricity is initially furnished hereunder and continuing until this contract is terminated, except that the minimum charge, if any, specified in said Rate Schedule(s) shall be equitably prorated for the periods in which commencement and/or termination of this contract shall occur. All as more fully described in Addendum No. 1
5. **TERM OF CONTRACT:** The term of this contract shall be for a period of 10 year(s) from the date that the Contractor makes electricity available and the Government is ready to receive electricity from the Contractor at the Service Location. The Contractor shall make every reasonable effort to commence to deliver electricity to the Government at the Service Location not later than the 1st day of April, 1982. The Government shall, as promptly as possible, advise the Contractor of the date it will be ready to receive electricity under this contract.
6. **SPECIAL TERMS AND CONDITIONS:** If there are any Special Terms and Conditions to this contract they are attached and identified as follows: GSA Form 1684; GSA Form 1685 (Rev. 7-76);  
(If none, so specify) Addendum No. 1; Exhibit I

<b>EXECUTION BY CONTRACTOR</b>		<b>EXECUTION BY GOVERNMENT</b>	
NAME OF CONTRACTOR (Type or print) <b>Mohave Electric Cooperative, Inc.</b>		UNITED STATES OF AMERICA ACTING THROUGH THE ADMINISTRATOR OF GENERAL SERVICES	
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION ADDRESS <b>P. O. Box 1045 Bullhead City, AZ 86430</b>		BY <u><i>Ante G. Gonzalez</i></u> TITLE <u>Deputy Asst. Dir.</u> (Contracting Officer)	
SIGNATURE OF PERSON AUTHORIZED BY <u><i>[Signature]</i></u> TITLE <u>President</u>		THIS CONTRACT IS EXECUTED PURSUANT TO THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, 53 STAT. 397, AS AMENDED.	
INVOICE FOR PAYMENT SHOULD BE MAILED TO		ACCOUNTING AND APPROPRIATION DATA	

GSA WASH DC 62-740

GSA FORM 1683 APR 81

00001

## TERMS AND CONDITIONS

### INVOICES.

Invoices for payment shall be prepared and submitted in duplicate unless otherwise specified by the Government. All invoices shall contain statements of the meter readings at the beginning and the ending of the billing period, meter constants, consumption during the billing period, and such other pertinent data as may be required to substantiate the billing or such other pertinent data as may be requested by the Government.

### PAYMENT OF SERVICES.

a) All bills for payment of services under this contract shall be paid without penalty or interest, and the Government shall be entitled to any discounts customarily applicable to payment of bills by any customer of the Contractor.

b) For purposes of charges under the contract, any demands due to faulty operation of, or excessive or fluctuating voltage on, the Contractor's system shall not be included as part of the Government's demand.

c) Payments hereunder shall not be made in advance of services rendered. The Government shall, however, use due diligence to effect payment of all bills for services rendered under this contract within thirty (30) days from the date such bills are received.

d) Nothing herein contained shall be construed as binding the Government to expend in any one fiscal year any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of this contract or to involve the Government in any contract or other obligation for the further expenditure of money in excess of such appropriation.

### DAMAGE AND INJURY.

The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use or operation of the Contractor's facilities or the action of the Contractor, its employees and agents in performing under this contract.

### ACCESS TO SERVICE LOCATION.

a) The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the Service Location for any proper purpose under this contract, including use of site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor and the Government at suitable times to perform the obligations of the Contractor with respect to such facilities. ~~It is expressly understood, however, that proper military or Governmental authority~~ may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.

b) The Contractor shall, at its expense, obtain all rights of way and easements necessary to permit it to perform under this contract.

**TECHNICAL PROVISIONS  
(ELECTRIC UTILITY CONTRACT)**

**1. CONTRACTOR'S FACILITIES**

(a) The Contractor, at its expense, shall furnish, install, operate, and maintain all facilities required to furnish electricity, as herein provided, to, and measure such electricity at, the specified delivery point.

(b) All taxes and other charges in connection with the facilities provided hereunder by the Contractor under this contract shall be for the account of and assumed by the Contractor.

**2. METERS AND METRING EQUIPMENT**

(a) All electricity furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, calibrated, and read by the Contractor at its expense. In the event any meter fails to register or registers incorrectly the electricity furnished there-through, the parties shall, after considering all the evidence available from the Contractor's and Government's records, agree upon the length of period during which such meter failed to register or registered incorrectly and the quantity of electricity delivered therethrough during such period and, upon agreement, an appropriate adjustment based thereon shall be made in the Government's bills. For the purpose of the preceding sentence, any meter which registers not more than two percent (2%) slow or fast shall be deemed correct.

(b) All meters shall be installed and inspected upon installation, at the expense of the Contractor, in a manner provided by the rules of the local regulatory commission for other customers of the Contractor using similar service. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done at the Contractor's expense in such place and manner as are also provided by the said rules of the local regulatory commission. Whenever any meter shall be found to be defective it shall be repaired or replaced immediately. Should there be no local regulatory commission rules relating thereto, installation, inspection, repair, and replacement shall be done in a manner agreed to by the Government and the Contractor. The Government shall have the right to request that a special meter test be made at any time. If any test made at the Government's request discloses that the meter tested is registering correctly or within two percent (2%) of actual the Government shall bear the expense of such test. The expense of other tests shall be borne by the Contractor. In any event, at its option, the Government may, subject to arrangements satisfactory to the Contractor and at the Government's expense, have such meter or meters as it deems inaccurate tested by the National Bureau of Standards, the findings of which shall be conclusive.

(c) The Contractor, so far as possible, shall read all meters at periodic intervals of approximately thirty (30) days. All billings based on meter readings of less than twenty-six (26) days or more than thirty-five (35) days shall be prorated accordingly.

**3. PUBLIC REGULATION AND CHANGE OF RATES**

(a) Electricity furnished under this contract shall be subject to regulation in the manner and to the extent prescribed by any Federal, State, or local regulatory commission having jurisdiction over the supply of electricity to the Contractor's customers generally. If during the term of this contract the public regulatory commission having such jurisdiction receives for file in authorized manner rates that are higher or rates that are lower than those stipulated herein and as a replacement thereof, the Contractor agrees to continue to furnish electricity as stipulated in this contract and the Government agrees to pay for such electricity at the higher or lower rates from and after the date when such rates are made effective. If during the term of this contract the Contractor applies to any such regulatory body for a change of rates or in the type of service to be performed under this contract, a copy of such application, petition, revised schedule or tariff, or similar document will be mailed to the Contracting Officer of the Government concurrently with the filing of such document with the regulatory body.

(b) Subject to paragraph (a) of this Article, in the event the Contractor, during the term of this contract, shall make effective

any new rate schedule or amended rate schedule applicable to the class of service furnished to the Government at the Service Location which may contain a lower rate or conditions of service more favorable to the Government for such class of service, the Contractor shall make such lower rate or conditions of service available to the Government, and, unless otherwise notified in writing by the Government, the Contractor shall substitute such new rate schedule or amended rate schedule for the rate schedule then in effect hereunder for such Service Location, commencing with the billing period in which such rate schedule becomes effective.

(c) Reasonable notice shall, so far as possible, be given by the Government to the Contractor respecting any material changes proposed in the volume or characteristics of electricity required.

(d) In the event of a permanent change in the class of service furnished the Government at the Service Location, electricity shall, effective sixty (60) days after written request is made by either party or at such other time as may be agreed upon, thereafter be available to such Service Location at the lowest available rate schedule of the Contractor which is applicable to the class of service furnished following such permanent change.

(e) The Contractor hereby represents and warrants to the Government that the rate schedules available hereunder are not in excess of the lowest rate schedules now available to present and prospective customers under like conditions of service, and agrees that during the life of this contract, the Government shall continue to have available to it the lowest applicable schedule and similar conditions of service.

**4. SUPPLY OF ELECTRICITY See Addendum No. 1**

(a) The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of electricity at the Service Location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of supply occasioned by or in consequence of any cause beyond the reasonable control of the Contractor, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, or strikes. *Provided*, that when any such failure, suspension, diminution, or variation of supply due to any such cause shall aggregate more than ten (10) consecutive hours but less than fifteen (15) consecutive days, an equitable adjustment shall be made in the rates specified in the applicable rate schedules (including minimum charges, if any); *Provided further, however*, that if any such failure, suspension, diminution, or other variations of supply occasioned by such causes shall aggregate fifteen (15) or more consecutive days, the Contractor shall suspend its billing under this contract (including the minimum charges, if any), effective with the beginning of the next ensuing billing period; *Provided, however*, that if the Government desires to use electricity in a lesser amount than the minimum provided for in this contract and the Contractor can furnish such electricity, it will be supplied and billed under the Contractor's most favorable schedule applicable to such use. If the Contractor is unable to provide a regular and uninterrupted supply of electricity at the Service Location because of any of the foregoing causes for a period of sixty (60) consecutive days or more, the Government shall have the right at any time thereafter to terminate this contract without payment by it of any charge or penalty.

(b) In the event the Government is unable to operate the Service Location in whole or in part for any cause beyond its reasonable control, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, or strikes for a period in excess of fifteen (15) consecutive days, the Contractor shall suspend its billing under this contract (including minimum charges, if any), for a period reasonably required to replace or repair the Government facilities, or otherwise to resume regular operations, effective with the beginning of the next ensuing billing period; *Provided, however*, that if the Government desires to use electricity in a lesser amount during such period of suspension than the minimum provided for in this contract, it will be supplied and billed under the Contractor's most favorable schedule applicable to such use.

## SUPPLEMENTAL PROVISIONS (UTILITY SERVICE CONTRACT)

### 1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer, and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

### 2. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

### 3. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR ch. 60).)

During the performance of this contract the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 4. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

A Certification of Nons segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1601.

#### 5. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or any agent, commissioner, shall be admitted to any share or part of the contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### 6. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 7. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

#### 8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-- OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) *Subcontracts.* The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) *Records.* The Contractor shall maintain payroll records con-

tracting for three years from the completion of the contract.

#### 9. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above. However, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of (a) above shall not apply to disputes which are subject to the jurisdiction of a Federal, State, or other appropriate regulatory body. The provisions of (a) above shall also be subject to the requirements of the law with respect to the rendering of utility services and the collection of regulated rates.

#### 10. ORDER OF PRECEDENCE

To the extent of any inconsistency between the provisions of this contract and any schedule, order, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the provisions of this contract shall control.

#### 11. DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(This clause is applicable pursuant to 41 CFR 60-250 if this contract is for \$10,000 or more.)

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide these reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate

nam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employers and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

emptied by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.

## 12. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the contractor from a final decision of the contracting officer under the disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the contractor furnishes to the contracting officer his written appeal under the disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the contractor of a supplemental agreement for execution either confirming completed negotiations between the parties, or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the contracting officer determines the contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

## 13. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orleans, American-Indians, American Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

## 14. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

## 15. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following clause is applicable if this contract exceeds \$5,000)

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent

## 16. EMPLOYMENT OF THE HANDICAPPED

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

## 17. CLEAN AIR AND WATER

(Applicable only if the contract exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 208 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to registration, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA determines the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this subparagraph (a)(4).

(5) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq., as amended by Public Law 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, contracts, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

ADDENDUM NO. 1

TO

GSA CONTRACT NO. GS-COS-67021

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MOHAVE ELECTRIC COOPERATIVE, INC., an Arizona corporation, (hereafter called "Mohave"), agrees to Contract with the UNITED STATES OF AMERICA, acting through the Administrator of the General Services Administration on behalf of the U.S. Bureau of Indian Affairs, Department of the Interior, (hereinafter called "Government"), to supply electric energy to serve existing and future residential and commercial installations on the Hualapai and Havasupai Indian Reservations located north of Route 66 on and adjacent to the Supai Road, Coconino County, Arizona. The electrical service fee is to be paid by the U. S. Bureau of Indian Affairs, Department of the Interior.

LOCATION OF PROPOSED SERVICE

Mohave shall construct a power line from its existing facilities, a distance of approximately 70 miles, to a point of termination at the line side at the Long Mesa Power transformer, which shall be the point of delivery. This transmission line and line extension shall be constructed along the right-of-way which is set forth on the existing plant marked as Exhibit "I" attached hereto.

Mohave agrees that the Government may elect to serve the Hualapai Reservation by means of other interconnects and line extensions which shall be constructed for the U. S. Government by separate agreement with Mohave, upon such terms that provide to Mohave its total investment required to make such an extension; and further provided, that such load of additional

extensions do not exceed the "maximum of demand" provided on page 3 of this Agreement.

#### CONSTRUCTION STANDARDS

Construction of the lines and facilities shall be in accordance with Rules for the Installation and Maintenance of Electric Supply Stations and Equipment, Part I of the National Electrical Safety Code, latest edition, as published by the Institute of Electrical and Electronic Engineers, Inc. (IEEE). Materials and equipment shall meet NEMA, ANSI and REA standards.

#### SERVICE CHARACTERISTICS

Electric service to be supplied shall be in the form of three-phase, 60 Hertz at a nominal voltage of 14.4/24.9 kilovolts and shall be metered at 24.9 kilovolts primary, with all metering facilities to be furnished by Mohave on the 24.9 kilovolt side of the Government substation, and metering facilities shall provide kilowatt hours, recorded kilowatt demand on a 15-minute integrated basis, recorded KVAR flow or power factor, and other information as required.

#### RIGHT OF ACCESS

For the purpose of constructing, inspecting, maintaining or operating the facilities, duly authorized representatives of Mohave shall have the right of ingress to and egress from the Government's premises at all reasonable times.

#### FACILITIES

The Government shall provide a suitable location for Mohave's metering and other facilities, in the area of the point of delivery and shall supply, install, operate and maintain the necessary sub-station and other facilities required for the receipt of electric power and energy at 24.9 kilovolts beyond the point of delivery as herein described.

A generating plant located at the rim of the Grand Canyon overlooking the Havasupai Reservation may be utilized by the Government to provide emergency power to the Havasupai Reservation in the event of a power outage on Mhaves system. Switching arrangements shall be provided by Mhaves to insure that this above-referenced plant shall not backfeed into the Mhaves system.

#### MAXIMUM DEMAND

Mhaves agrees to supply or make available a minimum of 500 kW up to a maximum of 1500 kW as the Government's total capacity rights for the term of this Agreement or 'life of the facilities whichever is first to occur, in return for the Government's agreement to pay Mhaves a monthly Facility Charge. Government agrees that its capacity rights are limited to a maximum of 1500 kW.

#### CONTINUITY OF SERVICE

In the supply of electricity, considering the nature of a 70 mile radial 14.4/24.9 kV distribution line, Mhaves shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, Governmental authority, action of the elements, public enemy, accident, strikes, organized or unorganized interference of any kind, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Mhaves, Mhaves shall not be liable for such failure or interruption or for damages, consequential or otherwise, Mhaves shall use its best efforts to give the Government reasonable notice as to any planned outages and/or duration of outages should such be known to be of longer than four hours duration.

When any such failure, suspension, diminution or variation of supply due to any such cause shall be less than fifteen (15) consecutive days, no equitable adjustment shall be made in the rates specified in the applicable rate schedules or monthly Facility Charge; provided further, however, that if any such failure, suspension, diminution, or other variations of supply occasioned by such causes shall be fifteen (15) or more consecutive days, Mohave shall suspend its billing under this Contract and an equitable adjustment shall be made in the monthly Facility Charge effective with the beginning of the next ensuing billing period. (For the purposes of this paragraph, an "equitable adjustment" is the reduction of the monthly Facility Charge by 1/30th for each additional consecutive day (beyond the fifteen (15) days mentioned above) service is not provided).

In the event the Government's distribution facilities from Long Mesa into the Havasupai Village are not operable in whole or part for any cause beyond its reasonable control, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, or strikes for a period in excess of fifteen (15) consecutive days, Mohave shall suspend its billing under this Contract (except for monthly Facility Charge) for a period reasonable required to replace or repair the Government Facilities, or otherwise to resume regular operations.

#### OWNERSHIP OF FACILITIES

All facilities to be provided by or on behalf of Mohave shall be and remain its sole property. All facilities to be provided by the Government beyond the point of interconnection shall be and remain its sole property.

#### RESPONSIBILITY AS TO USE OF SERVICE FACILITIES

Each party shall coordinate, install and maintain compatible protective devices on its side of the interconnection to protect its system from adverse conditions on the system of the other party. The Government will exercise the diligence to operate its system in accordance

with the standards of modern practice and in a manner which will not cause any system problems, jeopardize Mohave's transmission system, or cause Mohave to make system improvements on Mohave's electric system which, in the judgment of Mohave and the Government, would not otherwise be necessary.

Mohave and the Government will each assume all responsibility on their respective sides of the point for the electric services supplied to the Government hereunder, as well as for any apparatus used in connection with such supply, including the Long Mesa Generating Plant and its associated equipment.

The Government will exercise due diligence to assure that the electrical characteristics of the load, such as deviation from sine wave or unusual short interval fluctuations in demand, shall not be such as to result in impairment of service to other customers of Mohave, or in interference with operation of telephone, television or other communication facilities. In this regard, the deviation from phase balance will be limited to a reasonable percentage of contract demand at all times.

#### RELOCATION OF FACILITIES

In the event the Government requires any power lines or other facilities to be moved for any reason after initial construction, Mohave agrees to relocate such facilities upon reasonable written request by the Government, the expense of such relocation shall be borne by the Government, and shall be made separate and distinct from construction costs incorporated in this Agreement.

#### ACQUISITION OF RIGHT-OF-WAY

Mohave shall obtain all necessary right-of-way, including property under Federal and state jurisdiction, and shall prepare an environmental report applicable for the proposed facilities and power lines.

#### JOINT USE OF POWER FACILITIES

Mohave understands that the Arizona Telephone Company provides telephone service to the area involved, and that joint use of telephone power facilities, where appropriate, and inductive coordination will be the responsibility of the Arizona Telephone Company and Mohave.

#### CONSTRUCTION COSTS

Mohave estimates that the Construction of all facilities will be as follows:

For labor and material for overhead transmission  
and/or distribution facilities from Mohave's  
source of supply to the Long Mesa Generating Plant:  
\$1,600,000.00

Under this proposal, Mohave will provide all funds necessary for the construction of the aforementioned facilities.

#### FACILITIES CHARGES

For Mohave to recover costs associated with the construction and operation of facilities to make electric service available to the Government, the Government, upon verification of Mohave's cost of construction agrees to pay Mohave as a Facility Charge an annual amount equal to the sum of:

- (1) 4.44% (percent) of the lesser of the cost of construction or \$1,600,000 and/or other amount(s) concurred in by the Government Contracting Officer;
- (2) All state and local property taxes assessed against the facilities that Mohave constructs because of this contract;
- (3) The (a) operation and maintenance expenses, (b) cost of replacements less original book value of

replaced facilities and (c) cost of system improvements that Mohave constructs as a result of this Contract.

One Twelfth of the Facility Charge shall be paid each month. The first payment shall be due and payable when electric power and energy become available. Mohave consents to the Government's right and option to renew this Contract for two (2) additional ten (10) year periods.

#### TERMINATION PROVISIONS

If the Government does not exercise its renewal option or terminates this Contract, the Government shall pay, in U. S. currency, in a single payment, an amount equal to Mohave's undepreciated value plus facility removal costs, less salvage value, of the facilities that Mohave constructs because of this contract.

If Mohave terminates this Contract without legal cause, the Government shall be liable only for the Facility Charge payment and actual energy used up to the effective date of the termination.

If the Government shall fail to make any contract payment within fifteen (15) days after such payment is due, Mohave may discontinue service to the Government upon giving fifteen (15) days written notice to the Government of its intentions to do so; provided, however, that such discontinuance of service shall not relieve the Government of any of its obligations under this Contract.

#### INTERIM CONSTRUCTION ACCOUNTING

The Government Contracting Officer or his authorized representative may, at any time, have Mohave's invoice(s) or voucher(s) and/or statement of costs representing costs related to the construction of the subject facilities audited. ~~The amount of construction costs to be included in~~ the Facility Charge shall be subject to reduction for amounts included in

the related invoice(s) or voucher(s) or statement of costs which are found by the Contracting Officer or his authorized representative on the basis of audit, not to constitute allowable costs. The cost referred to herein shall be allowable, allocable and reasonable to this Contract and consistent with sound and generally accepted accounting principles.

If, at any time, Mohave has reason to believe that the total cost of the subject facilities will be greater than the estimated \$1,600,000.00, Mohave shall notify the Contracting Officer giving its revised estimate.

The Government shall not be obligated to pay Facility Charges for those facilities based on a figure in excess of the estimated \$1,600,000.00, unless and until the Contracting Officer shall notify Mohave, in writing, that such estimated cost has been increased and shall have in such notice specified the modified estimated cost. No notice, communication or representation of any person other than the Contracting Officer shall effect an increase in the \$1,600,000.00 estimated cost of facilities, regardless of the reasons for increasing said costs.

#### MONTHLY FACILITY CHARGES AND RATES

The Government shall pay Mohave the monthly Facility Charge and, in addition, shall pay Mohave power rates according to Mohave's Rate Schedule "L" (Large Power) marked Exhibit "2", attached. The Exhibit by this reference is incorporated herein.

Billings pertaining to both the Facility Charge and Exhibit 2 may be increased by an amount equal to the sum of applicable taxes, fees, assessments or other charges not provided for in either the Facility Charge or Exhibit 2.

#### USE OF SERVICE

The Government shall utilize the electric energy supplied under this Contract only in connection with the needs of the respective Indian tribes or their customers or for such other uses as may be required by the

diversification or expansion of the needs related thereto.

The Government agrees that Mohave may elect to serve the Hualapai Indian Reservation upon its own arrangements from the utility plant proposed to be constructed provided that contemplated system capacities are not unreasonably exceeded. Mohave agrees that for any extension from facilities provided by Mohave, Mohave shall credit a one-time charge of \$50.00 per connected kVA installed capacity, but not less than \$500.00, to the Government and shall deduct this amount from its next monthly billing. The Government shall have the option to waive all or any portion of any such fees.

NOTICES

All formal notices, demands or requests given or made under this Contract shall be in writing and shall be deemed properly given or made if delivered personally or sent by registered mail, certified mail or telegram to the person designated below:

NOTICE TO MOHAVE:

Mohave Electric Cooperative, Inc.  
P. O. Box 1045  
Bullhead City, Arizona 86430  
attention: General Manager

NOTICE TO GOVERNMENT:

Assistant Area Director of Administration  
Bureau of Indian Affairs  
U. S. Department of Interior  
P. O. Box 7007  
Phoenix, Arizona 85011

#### APPROVALS AND CONTINGENCIES

Mohave shall obtain from state and Federal authorities or agencies as may have jurisdiction, the necessary approval of the Contract or matters with respect thereto, of all franchises, authorizations, permits, licenses, certificates of public convenience and necessity, right-of-way and orders to the extent required by law in order to enable it to perform all of its obligations hereunder. Mohave shall not be obligated to commence construction of any facilities until it has obtained all such approvals and shall have received assurance from the Government that it will be given ingress and egress rights for the construction, operation, and maintenance of said facilities.

Mohave agrees to seek a loan with an interest rate of no more than two (2) percent per annum in an amount sufficient to build the facilities Mohave constructs as a result of this contract. Mohave shall not be obligated under this contract until it has obtained such loan to be amortized over a thirty (30) year period. This Contract shall not become effective until it has been approved in writing by the Rural Electrification Administration and accepted by the Arizona Corporation Commission.

#### ASSIGNMENT OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns, of the respective parties hereto.

#### REGULATORY AUTHORITY

The electric services furnished under this Contract shall be subject to regulation in the manner and to the extent prescribed by any federal, state or local regulatory commission having jurisdiction over the supply of electric services to Mohave's customers generally.

Rate Schedule "L"

(Large Power)

FCG.

Availability:

1. Available to commercial and industrial type consumers who require more than 50 KVA of transformer capacity within the utility's service area.

Character of Service:

1. Alternating current, single or three phase, 60 Hertz, at available primary or secondary voltages.

Net Rate/Month: (or part thereof/service)

Demand Charge: \$6.90 /KW

Energy Charge:

All KWH/Month @ \$.017 /KWH

The total demand charges/month plus the energy charges/month shall be the total charges/month.

Minimum Monthly Charges:

The Monthly minimum charge shall be the highest of the following:

1. Minimum monthly charge established in accordance with the Utility's Line Extension Policy.
2. Or, \$1.50 /KVA/month of installed transformer capacity.

FCG.

Metering:

1. The utility shall install suitable demand and power factor metering instrumentation for billing under this schedule. No consumer shall be placed on this schedule without demand metering.

Billing Demand:

1. The billing demand shall be the maximum Kilowatt demand established by a consumer for any Fifteen (15) minut period during the billing month.

Power factor Adjustment:

1. The utility may increase the measured KW of demand one (1) percent for each one (1) percent the power factor is less than 90%.

Primary Service:

1. Primary electric service is available at primary distribution voltages.
2. Primary service metered at primary voltages, the Kilowatthour consumption shall be the metered KWH. Metered at secondary voltages, the KWH billed shall be the metered KWH plus \$1.05 to allow for transformer losses.

Terms of Payment:

1. The charges per month in the foregoing rate are net, and are due and payable within ten (10) days from the date on the monthly bill.

FCG.

Taxes:

1. Billing under this schedule may be increased by an amount equal to the sum of applicable taxes, fees, or charges (exclusive of Ad Valorem, State and Federal income taxes) payable by the utility and levied or assessed by or governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

Fuel & Purchased Power Cost Adjustment:

1. The utility may, if the purchased power expense is increased or decreased above or below the base power cost of \$.02100 /KWH sold, flow through to the user such increases or decreases.

Requirements of Service:

1. The consumer, rates and schedules shall be subject to the rules and regulations of the Cooperative.
2. The consumer's electric wiring facilities shall conform to the Cooperative's, City, State, and National Electric codes.
3. The consumer shall not resell or share electric service with others.
4. The consumer shall be allowed to consume the kilowatts (KW) or kilowatthours (KWH), at the applicable rate herein, for the monthly minimum charge.
5. Electric service under this rate schedule shall require the consumer to execute a contract.

FCG.

4

UNITED STATES  
DEPARTMENT OF THE INTERIORBUREAU OF INDIAN AFFAIRS  
Truxton Canon AgencyGRANT OF EASEMENT FOR RIGHT-OF-WAYOwnership Hualapai Tribe

Tract No. \_\_\_\_\_

## KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Superintendent Truxton Canon Agency, Bureau of Indian Affairs, Department of the Interior, hereinafter referred to as "Grantor", under authority contained in 230 DM 1, 10 BIAM 3, 10 BIAM 11; and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 U.S.C. 323-328), and Part 161, Title 25, Code of Federal Regulations, in consideration of one dollar (\$1.00) and other good and valuable consideration, does hereby grant to Mohave Electric Cooperative, Inc. of P.O. Box 1045, Bullhead City, AZ 86430, a cooperative authorized to do business in the State of Arizona, its successors or assigns, hereinafter, referred to as "Grantee", a right-of-way for the following purposes, namely: to be used to construct, install, operate and maintain an electrical distribution line, along with the right to ingress thereto and egress therefrom across tribal lands of the Hualapai Indian Tribe of the Hualapai Reservation in the counties of Yavapai and Mohave and State of Arizona.

The right-of-way application herein granted shall be 50 feet in width and approximately 42.1229 miles in length, and occupying approximately 255.2904 acres, and is described as:

Beginning at Station 1137 + 00; T30N, R6W, Section 24, Thence South 55° 32' West to Station 1144 + 92; T30N, R6W, Section 24, Thence South 51° 28' West to Station 1254 + 77; T30N, R6W, Section 27, Thence South 33° 04' West to Station 1495 + 08; T29N, R6W, Section 17, Thence South 47° 04' West to Station 1554 + 82; T29N, R6W, Section 18, Thence South 58° 50' West to Station 1595 + 02; T29N, R7W, Section 24, Thence South 45° 59' West to Station 1611 + 99; T29N, R7W, Section 24, Thence South 26° 14' West to Station 1668 + 12; T29N, R7W, Section 26, Thence South 34° 35' West to Station 1762 + 02; T29N, R7W, Section 34, Thence North 86° 25' West to Station 1775 + 42; T29N, R7W, Section 34, Thence South 35° 29' West to Station 1790 + 17; T28N, R7W, Section 3, Thence South 43° 34' West to Station 1830 + 17; T28N, R7W, Section 4, Thence South 61° 24' West to Station 1839 + 94; T28N, R7W, Section 4, Thence South 44° 35' West to Station 1849 + 72; T28N, R7W, Section 9, Thence South 24° 31' West to Station 1858 + 85; T28N, R7W, Section 9, Thence South 20° 34' West to Station 1867 + 10; T28N, R7W, Section 9, Thence South 7° 45' East to Station 1876 + 10; T28N, R7W, Section 9, Thence South 23° 21' West to Station 1882 + 12; T28N, R7W, Section 9, Thence South 34° 45' West to Station 1887 + 12; T28N, R7W, Section 9, Thence South 37° 51' West to Station 1896 + 40; T28N, R7W, Section 8, Thence South 34° 43' West to Station 1901 + 70; T28N, R7W, Section 8, Thence South 39° 28' West to Station 1905 + 44; T28N, R7W, Section 17, Thence South 19° 53' West to Station 1925 + 73; T28N, R7W, Section 17, Thence South 34° 34' West to Station 1937 + 75; T28N, R7W, Section 17, Thence South 34° 32' West to Station 1946 + 25; T28N, R7W, Section 17, Thence South 21° 27' West to Station 1984 + 31; T28N, R7W, Section 20, Thence South 7° 55' West to Station 1985 + 55; T28N, R7W, Section 20, Thence South 7° 55' West to Station 1988 + 21; T28N, R7W, Section 20, Thence South 35° 17' West to Station 2039 + 53; T28N, R7W, Section 30, Thence South 26° 29' West to Station 2062 + 36; T28N, R7W, Section 30, Thence South 29° 29' West to Station 2066 + 73; T28N, R7W, Section 30, Thence South 21° 48' West to Station 2100 + 68; T28N, R7W, Section 31, Thence South 31° 44' West to Station 2186 + 81; T27N, R8W, Section 1, Thence South 48° 01' West to Station 2190 + 79; T27N, R8W, Section 1, Thence South 58° 57' West to Station 2195 + 89; T27N, R8W, Section 2, Thence South 62° 13' West to Station 2204 + 39; T27N, R8W, Section 2, Thence South 39° 35' West to Station 2214 + 08; T27N, R8W, Section 2, Thence South 14° 45' West to Station 2277 + 21; T27N, R8W, Section 14, Thence South 15° 17' West to Station 2299 + 85; T27N, R8W, Section 14, Thence South 36° 59' West to Station 2315 + 81; T27N, R8W, Section 15, Thence South 36° 59' West to Station 2321 + 80; T27N, R8W, Section 15, Thence South 24° 48' West to

Station 2331 + 87; T27N, R8W, Section 15, Thence South 25° 08' West to Station 2342 + 17; T27N, R8W, Section 15, Thence South 22° 52' West to Station 2366 + 72; T27N, R8W, Section 22, Thence South 11° 32' West to Station 2379 + 46; T27N, R8W, Section 22, Thence South 4° 24' East to Station 2389 + 93; T27N, R8W, Section 22, Thence South 37° 17' West to Station 2396 + 05; T27N, R8W, Section 22, Thence South 7° 23' West to Station 2400 + 60; T27N, R8W, Section 22, Thence South 23° 18' West to Station 2405 + 06; T27N, R8W, Section 22, Thence South 22° 29' West to Station 2407 + 40; T27N, R8W, Section 22, Thence South 22° 29' West to Station 2409 + 83; T27N, R8W, Section 27, Thence South 20° 54' West to Station 2417 + 93; T27N, R8W, Section 27, Thence South 12° 09' West to Station 2455 + 77; T27N, R8W, Section 27, Thence South 25° 13' West to Station 2457 + 53; T27N, R8W, Section 27, Thence South 24° 44' West to Station 2463 + 43; T27N, R8W, Section 28, Thence South 23° 50' West to Station 2492 + 24; T27N, R8W, Section 33, Thence South 50° 09' West to Station 2505 + 38; T27N, R8W, Section 33, Thence South 87° 29' West to Station 2514 + 26; T27N, R8W, Section 33, Thence North 68° 30' West to Station 2519 + 49; T27N, R8W, Section 33, Thence North 39° 54' West to Station 2530 + 74; T27N, R8W, Section 33, Thence South 33° 23' West to Station 2542 + 87; T27N, R8W, Section 33, Thence South 34° 18' West to Station 2555 + 29; T27N, R8W, Section 32, Thence South 5° 06' East to Station 2560 + 69; T27N, R8W, Section 32, Thence South 5° 47' East to Station 2565 + 03; T27N, R8W, Section 32, Thence South 5° 03' East to Station 2574 + 16; T26N, R8W, Section 5, Thence South 7° 50' East to Station 2579 + 73; T26N, R8W, Section 5, Thence South 8° 08' East to Station 2583 + 33; T26N, R8W, Section 5, Thence South 12° 24' East to Station 2586 + 42; T26N, R8W, Section 5, Thence South 12° 24' East to Station 2595 + 51; T26N, R8W, Section 5, Thence South 28° 04' West to Station 2611 + 31; T26N, R8W, Section 5, Thence South 40° 11' West to Station 2616 + 37; T26N, R8W, Section 5, Thence South 21° 54' West to Station 2620 + 84; T26N, R8W, Section 5, Thence South 9° 04' West to Station 2629 + 49; T26N, R8W, Section 8, Thence South 18° 37' East to Station 2633 + 05; T26N, R8W, Section 8, Thence South 7° 23' West to Station 2638 + 85; T26N, R8W, Section 8, Thence South 28° 07' West to Station 2655 + 92; T26N, R8W, Section 8, Thence South 36° 31' West to Station 2669 + 55; T26N, R8W, Section 8, Thence South 44° 28' West to Station 2718 + 85; T26N, R8W, Section 18, Thence South 33° 24' West to Station 2730 + 47; T26N, R8W, Section 18, Thence South 29° 16' West to Station 2739 + 05; T26N, R8W, Section 18, Thence South 43° 28' West to Station 2746 + 30; T26N, R8W, Section 18, Thence South 40° 24' West to Station 2773 + 24; T26N, R9W, Section 24, Thence South 40° 03' West to Station 2841 + 06; T26N, R9W, Section 25, Thence South 62° 52' West to Station 2867 + 65; T26N, R9W, Section 26, Thence South 76° 14' West to Station 2877 + 05; T26N, R9W, Section 26, Thence South 69° 13' West to Station 2882 + 57; T26N, R9W, Section 26, Thence South 59° 19' West to Station 2890 + 50; T26N, R9W, Section 26, Thence South 53° 55' West to Station 2913 + 48; T26N, R9W, Section 26, Thence South 53° 27' West to Station 2932 + 20; T26N, R9W, Section 27, Thence South 43° 03' West to Station 2976 + 70; T26N, R9W, Section 34, Thence South 36° 08' West to Station 3088 + 00; T25N, R9W, Section 8, Thence South 39° 49' West to Station 3118 + 00; T25N, R9W, Section 8, Thence South 40° 46' West to Station 3160 + 10; T25N, R9W, Section 7, Thence South 38° 48' West to Station 3199 + 60; T25N, R9W, Section 18, Thence South 46° 52' West to Station 3229 + 11; T25N, R10W, Section 13, Thence South 59° 27' West to Station 3273 + 91; T25N, R10W, Section 24, Thence South 36° 54' West to Station 3321 + 03; T25N, R10W, Section 23, Thence South 30° 35' West to Station 3324 + 49; T25N, R10W, Section 25, Thence South 0° 01' West to Station 3356 + 03; T25N, R10W, Section 26, Thence South 15° 25' West to Station 3367 + 43; T25N, R10W, Section 26, G & SRBM and ending at Station 3367 + 43; as shown on the maps of definite location, attached hereto and made a part hereof, in four sheets numbered 3 thru 6 and entitled "Proposed Centerline For 14.4/24.9 KV Electric Distribution Line Across Hualapai Indian Reservation." Ties to the public survey are shown on said maps along the route of the right-of-way.

This right-of-way is subject to any prior valid existing right or adverse claim and is for a period of thirty (30) years, so long as said right-of-way shall actually be used for the purpose above specified: PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon a 30-day written notice and failure of the Grantee within said notice period to correct the basis of termination per 25 CFR 161.20:

- a. Failure to comply with any terms or conditions of the grant or the applicable regulations.
- b. A non-use of the right-of-way for a consecutive two-year period for the purpose for which it was granted.

- c. An abandonment of the right-of-way.
- d. Failure of Grantee, upon completion of construction, to file with the Grantor an "Affidavit of Completion" pursuant to 25 CFR 161.16.

The conditions of the this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

In Witness whereof, Grantor has executed this Grant of Easement this 18<sup>th</sup> day of January, 1982.

UNITED STATES OF AMERICA

By: Paul H. Hannon

(Superintendent)

U.S. Department of the Interior  
Bureau of Indian Affairs

STATE OF ARIZONA)

AND )

COUNTY OF MOHAVE)

ACKNOWLEDGEMENT OF GRANTING OFFICER

Before me, a Notary Public, in and for said County and State of  
this 18<sup>th</sup> day of JANUARY, 1982, personally appeared Paul J. Smith  
Paul J. Smith, Superintendent, whose name is sub-  
scribed to the foregoing "Grant of Easement" for right-of-way as Superin-  
tendent, Truxton Canon Agency, Bureau of Indian Affairs, and who acknowledged  
that he now is and was at the time of signing the same Superintendent of the  
Truxton Canon Agency, Bureau of Indian Affairs; and he personally acknowl-  
ged to me that he executed the said document in his official capacity and  
pursuant to authority delegated to him for the uses and purposes set forth  
herein.

My Comm. Expires: 12/31/85

Edward R. Lewis  
Notary Public

My Commission Expires: \_\_\_\_\_

LEGAL DESCRIPTION

## HUALAPAI INDIAN RESERVATION

Said Right-of-Way to be approximately 42.1229 miles in length, 50 feet in width, and occupying approximately 255.2904 acres, and more particularly described and shown on the map of definite location to be attached and made a part hereof.

Beginning at Station 1137 + 00; T30N, R6W, Section 24,

Thence South  $55^{\circ} 32'$  West to Station 1144 + 92;  
T30N, R6W, Section 24,  
Thence South  $51^{\circ} 28'$  West to Station 1264 + 77;  
T30N, R6W, Section 27,  
Thence South  $33^{\circ} 04'$  West to Station 1495 + 08;  
T29N, R6W, Section 17,  
Thence South  $47^{\circ} 04'$  West to Station 1554 + 82;  
T29N, R6W, Section 18,  
Thence South  $58^{\circ} 50'$  West to Station 1595 + 02;  
T29N, R7W, Section 24,  
Thence South  $45^{\circ} 59'$  West to Station 1611 + 99;  
T29N, R7W, Section 24,  
Thence South  $26^{\circ} 14'$  West to Station 1668 + 12;  
T29N, R7W, Section 26,  
Thence South  $34^{\circ} 35'$  West to Station 1762 + 02;  
T29N, R7W, Section 34,  
Thence North  $86^{\circ} 25'$  West to Station 1770 + 70;  
T29N, R7W, Section 34;  
Thence North  $86^{\circ} 25'$  West to Station 1775 + 42;  
T29N, R7W, Section 34,  
Thence South  $35^{\circ} 29'$  West to Station 1790 + 17;  
T28N, R7W, Section 3,  
Thence South  $43^{\circ} 34'$  West to Station 1830 + 17;  
T28N, R7W, Section 4,  
Thence South  $61^{\circ} 24'$  West to Station 1839 + 94;  
T28N, R7W, Section 4,  
Thence South  $44^{\circ} 35'$  West to Station 1849 + 72;  
T28N, R7W, Section 9,  
Thence South  $24^{\circ} 01'$  West to Station 1858 + 85;  
T28N, R7W, Section 9,  
Thence South  $20^{\circ} 34'$  West to Station 1867 + 10;  
T28N, R7W, Section 9,  
Thence South  $7^{\circ} 45'$  East to Station 1876 + 10;  
T28N, R7W, Section 9,  
Thence South  $23^{\circ} 21'$  West to Station 1882 + 12;  
T28N, R7W, Section 9,  
Thence South  $34^{\circ} 45'$  West to Station 1887 + 12;  
T28N, R7W, Section 9,  
Thence South  $37^{\circ} 51'$  West to Station 1896 + 40;  
T28N, R7W, Section 8,  
Thence South  $34^{\circ} 43'$  West to Station 1901 + 70;  
T28N, R7W, Section 8,

Thence South 39° 28' West to Station 1905 + 44;  
T28N, R7W, Section 17,  
Thence South 19° 53' West to Station 1925 + 73;  
T28N, R7W, Section 17,  
Thence South 34° 34' West to Station 1937 + 75;  
T28N, R7W, Section 17,  
Thence South 34° 32' West to Station 1946 + 25;  
T28N, R7W, Section 17,  
Thence South 21° 27' West to Station 1984 + 31;  
T28N, R7W, Section 20,  
Thence South 7° 55' West to Station 1985 + 55;  
T28N, R7W, Section 20,  
Thence South 7° 55' West to Station 1988 + 21;  
T28N, R7W, Section 20,  
Thence South 35° 17' West to Station 2039 + 53;  
T28N, R7W, Section 30,  
Thence South 26° 29' West to Station 2062 + 36;  
T28N, R7W, Section 30,  
Thence South 29° 29' West to Station 2066 + 73;  
T28N, R7W, Section 30,  
Thence South 21° 48' West to Station 2100 + 68;  
T28N, R7W, Section 31,  
Thence South 31° 44' West to Station 2186 + 81;  
T27N, R8W, Section 1,  
Thence South 48° 01' West to Station 2190 + 79;  
T27N, R8W, Section 1,  
Thence South 58° 57' West to Station 2195 + 89;  
T27N, R8W, Section 2,  
Thence South 62° 13' West to Station 2204 + 39;  
T27N, R8W, Section 2,  
Thence South 39° 35' West to Station 2214 + 08;  
T27N, R8W, Section 2,  
Thence South 14° 45' West to Station 2277 + 21;  
T27N, R8W, Section 14,  
Thence South 15° 17' West to Station 2299 + 85;  
T27N, R8W, Section 14,  
Thence South 36° 59' West to Station 2315 + 81;  
T27N, R8W, Section 15,  
Thence South 36° 59' West to Station 2321 + 80;  
T27N, R8W, Section 15,  
Thence South 24° 48' West to Station 2331 + 87;  
T27N, R8W, Section 15,  
Thence South 25° 08' West to Station 2342 + 17;  
T27N, R8W, Section 15,  
Thence South 22° 52' West to Station 2366 + 72;  
T27N, R8W, Section 22,  
Thence South 11° 32' West to Station 2379 + 46;  
T27N, R8W, Section 22,  
Thence South 4° 24' East to Station 2389 + 93;  
T27N, R8W, Section 22,  
Thence South 37° 17' West to Station 2396 + 05;  
T27N, R8W, Section 22,  
Thence South 7° 23' West to Station 2400 + 60;  
T27N, R8W, Section 22,

Thence South  $23^{\circ} 18'$  West to Station 2405 + 06;  
T27N, R8W, Section 22,  
Thence South  $22^{\circ} 29'$  West to Station 2407 + 40;  
T27N, R8W, Section 22,  
Thence South  $22^{\circ} 29'$  West to Station 2409 + 83;  
T27N, R8W, Section 27,  
Thence South  $20^{\circ} 54'$  West to Station 2417 + 93;  
T27N, R8W, Section 27,  
Thence South  $12^{\circ} 09'$  West to Station 2455 + 77;  
T27N, R8W, Section 27,  
Thence South  $25^{\circ} 13'$  West to Station 2457 + 53;  
T27N, R8W, Section 27,  
Thence South  $24^{\circ} 44'$  West to Station 2463 + 43;  
T27N, R8W, Section 28,  
Thence South  $23^{\circ} 50'$  West to Station 2492 + 24;  
T27N, R8W, Section 33,  
Thence South  $50^{\circ} 09'$  West to Station 2505 + 38;  
T27N, R8W, Section 33,  
Thence South  $87^{\circ} 29'$  West to Station 2514 + 26;  
T27N, R8W, Section 33,  
Thence North  $68^{\circ} 30'$  West to Station 2519 + 49;  
T27N, R8W, Section 33,  
Thence North  $39^{\circ} 54'$  West to Station 2530 + 74;  
T27N, R8W, Section 33,  
Thence South  $33^{\circ} 23'$  West to Station 2542 + 87;  
T27N, R8W, Section 33,  
Thence South  $34^{\circ} 18'$  West to Station 2555 + 29;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 06'$  East to Station 2560 + 69;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 47'$  East to Station 2565 + 08;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 03'$  East to Station 2574 + 16;  
T26N, R8W, Section 5,  
Thence South  $7^{\circ} 50'$  East to Station 2579 + 73;  
T26N, R8W, Section 5,  
Thence South  $8^{\circ} 08'$  East to Station 2583 + 33;  
T26N, R8W, Section 5,  
Thence South  $12^{\circ} 24'$  East to Station 2586 + 42;  
T26N, R8W, Section 5,  
Thence South  $12^{\circ} 24'$  East to Station 2595 + 51;  
T26N, R8W, Section 5,  
Thence South  $28^{\circ} 04'$  West to Station 2611 + 31;  
T26N, R8W, Section 5,  
Thence South  $40^{\circ} 11'$  West to Station 2616 + 37;  
T26N, R8W, Section 5,  
Thence South  $21^{\circ} 54'$  West to Station 2620 + 84;  
T26N, R8W, Section 5,  
Thence South  $9^{\circ} 04'$  West to Station 2629 + 49;  
T26N, R8W, Section 8,  
Thence South  $18^{\circ} 37'$  East to Station 2633 + 05;  
T26N, R8W, Section 8,  
Thence South  $7^{\circ} 23'$  West to Station 2638 + 85;  
T26N, R8W, Section 8,

Thence South 28° 07' West to Station 2655 + 92;  
T26N, R8W, Section 8,  
Thence South 36° 31' West to Station 2669 + 55;  
T26N, R8W, Section 8,  
Thence South 44° 28' West to Station 2718 + 85;  
T26N, R8W, Section 18,  
Thence South 33° 24' West to Station 2730 + 47;  
T26N, R8W, Section 18,  
Thence South 29° 16' West to Station 2739 + 05;  
T26N, R8W, Section 18,  
Thence South 43° 28' West to Station 2746 + 30;  
T26N, R8W, Section 18,  
Thence South 40° 24' West to Station 2773 + 24;  
T26N, R9W, Section 24,  
Thence South 40° 03' West to Station 2841 + 06;  
T26N, R9W, Section 25,  
Thence South 62° 52' West to Station 2867 + 65;  
T26N, R9W, Section 26,  
Thence South 76° 14' West to Station 2877 + 05;  
T26N, R9W, Section 26,  
Thence South 69° 13' West to Station 2882 + 57;  
T26N, R9W, Section 26,  
Thence South 59° 19' West to Station 2890 + 50;  
T26N, R9W, Section 26,  
Thence South 53° 55' West to Station 2913 + 48;  
T26N, R9W, Section 26,  
Thence South 53° 27' West to Station 2932 + 20;  
T26N, R9W, Section 27,  
Thence South 43° 03' West to Station 2976 + 70;  
T26N, R9W, Section 34,  
Thence South 36° 08' West to Station 3088 + 00;  
T25N, R9W, Section 8,  
Thence South 39° 49' West to Station 3118 + 00;  
T25N, R9W, Section 8,  
Thence South 40° 46' West to Station 3160 + 10;  
T25N, R9W, Section 7,  
Thence South 38° 48' West to Station 3199 + 60;  
T25N, R9W, Section 18,  
Thence South 46° 52' West to Station 3229 + 11;  
T25N, R10W, Section 13,  
Thence South 59° 27' West to Station 3273 + 91;  
T25N, R10W, Section 24,  
Thence South 36° 54' West to Station 3321 + 03;  
T25N, R10W, Section 23,  
Thence South 30° 35' West to Station 3324 + 49;  
T25N, R10W, Section 26,  
Thence South 0° 01' West to Station 3356 + 09;  
T25N, R10W, Section 26,  
Thence South 15° 25' West to Station 3367 + 43;  
T25N, R10W, Section 26, G. & SRBM and ending  
at Station 3367 + 43.

RESOLUTION

At the regular meeting of the Board of Directors of the Mohave Electric Cooperative, Inc., held October 19, 1979, at Kingman, Arizona, County of Mohave, State of Arizona, the following resolution is adopted:

WHEREAS, Mohave Electric Cooperative, Inc., is required from time to time to secure Rights-of-Way on Indian lands, for the construction of it's electric facilities.

WHEREAS, Mohave Electric Cooperative, Inc. has been requested by the Indian Health service to provide Electric service to a water pumping system providing water to the residents of the Hualapai Reservation.

BE IT THEREFORE RESOLVED, that the General Manager of Mohave Electric Cooperative, Inc., be authorized to make application for all necessary Rights-of-Ways on Indian lands and further authorized to execute all necessary documents.

CERTIFICATION

I, James Borah, Secretary of the Mohave Electric Cooperative, Inc., do hereby certify that the foregoing is a true and correct copy of the resolution passed at the regular meeting of the Board of Directors of the Mohave Electric Cooperative, Inc., of Mohave County, State of Arizona, held on this 19 day of October 1979, as it appears in the minutes book of the Cooperative and that it has not been rescinded or modified.

(CORPORATE SEAL)

  
James Borah, Secretary-Treasurer

MINUTE NO. 13-75  
OF THE COUNCILING BOARD OF THE  
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION  
(A FEDERAL GOVERNMENT INDIAN CORPORATION)  
GRAND CANYON, ARIZONA

- WHEREAS, the Hualapai Tribe is interested in developing the east side of their Reservation; and
- WHEREAS, any development is dependent on some source of dependable power, water, and sewage treatment; and
- WHEREAS, the only source of power at the present time is through Mohave Electric Co., and
- WHEREAS, the Hualapai Tribe has received an addition of 195,000 acres of land through the enactment of the "Grand Canyon Bill" which creates an additional Power need if any developments are to take place at Hilltop or any other area to be developed under the terms of the act; and
- WHEREAS, the Hualapai Tribe by enactment of Resolution No. 4-75, and accompanying letter of January 16, 1975 has requested the Mohave Electric Cooperative to provide electrical power to Supai
- NOW, THEREFORE, BE IT RESOLVED that the Hualapai Tribal Council enforces the Hualapai request and further request that the line be routed across Hualapai reservation to provide electricity to the Frontier Well area.
- BE IT FURTHER RESOLVED that Hualapai Tribe will authorize granting a right-of-way across the Hualapai Reservation without charge based on the length of loan not to exceed 30 years; further that a detail of easement be considered at a later date.

C E R T I F I C A T I O N

I, the undersigned, as Chairman of the Hualapai Tribal Council, hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) members of whom 6 constituting a quorum were present at a regular meeting thereof held on this 14th day of March, 1975, and that the foregoing resolution was duly adopted by the affirmative vote of 6 members pursuant to authority of Article VII, Section 1 (a) & (b) of the Revised Constitution and Bylaws of the Hualapai Tribe approved October 22, 1955.

CORPORATE SEAL:

*John F. Smith*  
Chairman, Hualapai Tribal Council

Attest: *Margaret Smith*  
Secretary, Hualapai Tribal Council



RESOLUTION NO. 36-77  
OF THE GOVERNING BODY OF THE  
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION  
(A FEDERALLY CHARTERED INDIAN CORPORATION)  
PEACH SPRINGS, ARIZONA



- WHEREAS, the Mohave Electric Cooperative, whose business address is P.O. Box 1045, Bullhead City, AZ 86434, is planning to construct an electric power distribution line to Supai Village for the Havasupai Tribe, and
- WHEREAS, the proposed electric powerline will originate from existing distribution lines that Mohave Electric Cooperative now has installed along highway 66 and then be constructed in a northerly direction to Long Mesa on the Havasupai Reservation, and
- WHEREAS, the Hualapai Tribe, when projecting tribal development plans into the future, realizes that they will need electric power sources along the Supai-Frazier Wells road (Route 18) in order to be able to implement any future developments on this part of the reservation, and
- WHEREAS, the Hualapai Tribe has already indicated, by enacting Resolution No. 13-75, that they want this electric line routed across the Hualapai Reservation and will authorize granting a right-of-way without charge based on the length of the loan not to exceed thirty (30) years.
- NOW, THEREFORE, BE IT RESOLVED that the Hualapai Tribe requests that the proposed electric power distribution line that Mohave Electric Cooperative is planning or construct to Supai Village be routed along the Supai-Frazier Wells road (Route 18), and the maps presented showing that the line will be constructed along route 18 as near possible.
- BE IT FURTHER RESOLVED that in consideration of the advantages accruing to the Hualapai Tribe, including the availability of power to the area of Frazier Wells and the possibility of a line over to the Youth Camp and to the Fire Tower, that the Hualapai Tribe authorizes the Bureau of Indian Affairs to grant a right-of-way easement as per maps submitted for the electric power distribution line to be built by the Mohave Electric Cooperative across the Hualapai Reservation without charge, and further based on the fact that the loan shall not exceed thirty (30) years, and that the easement shall be only for the period of said loan.

Page 2

Resolution 36-77

C E R T I F I C A T I O N

I, the undersigned, as Chairman of the Hualapai Tribal Council, hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) Members of whom six (6) constituting a quorum were present at a regular meeting thereof held on this 6th day of August 1977; and that the foregoing resolution was duly adopted by the affirmative vote of five (5) to zero (0) members pursuant to authority of Article VI Section 1 (a) (b) of the Revised Constitution and Bylaws of the Hualapai Tribe Approved October 22, 1955.

Earl Dantone  
CHAIRMAN, Hualapai Tribal Council

ATTEST:

James H. Kibbey  
SECRETARY, Hualapai Tribal Council

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BUREAU OF INDIAN AFFAIRS  
ALBUQUERQUE, N. MEX.UNITED STATES  
DEPARTMENT OF THE INTERIORBUREAU OF INDIAN AFFAIRS  
Truxton Canon AgencyGRANT EASEMENT FOR RIGHT-OF-WAYOwnership Havasupai Tribe

Tract No. \_\_\_\_\_

## KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Superintendent, Truxton Canon Agency, Bureau of Indian Affairs, Department of the Interior, hereinafter referred to as "Grantor", under authority contained in 230 DH 1, 10 BIAH 3, and 10 BIAH 11; and pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17; 25 U.S.C. 323-328), and Part 161, Title 25, Code of Federal Regulations, in consideration of one dollar (\$1.00) and other good and valuable consideration, does hereby grant to Mohave Electric Cooperative, Inc., of P. O. Box 1045, Bullhead City, Arizona 86430, a cooperative authorized to do business in the State of Arizona, its successors or assigns, hereinafter, referred to as "Grantee", a right-of-way for the following purposes, namely; to be used to construct, install, operate and maintain an electrical distribution line, along with the right to ingress thereto and egress therefrom across tribal lands of the Havasupai Indian Tribe of the Havasupai Reservation in the county of Coconino and State of Arizona.

The right-of-way application herein granted shall be 50 feet in width for a distance of 7.58 miles, to occupy approximately 45.9538 acres, and is described as:

Beginning at Station 0+00 Long Mesa which is unsurveyed: Thence South 37° 12' West to Station 17 + 40; Thence South 45° 26' West to Station 37 + 90; Thence South 19° 06' West to Station 53 + 40; Thence South 25° 35' West to Station 82 + 90 Thence South 46° 53' West to Station 107 + 40; Thence South 0° 26' West to Station 119 + 20; Thence South 20° 49' East to Station 130 + 70; Thence South 23° 34' East to Station 154 + 95; Thence South 24° 49' East to Station 176 + 05; Thence South 39° 35' West to Station 216 + 45; Thence South 21° 59' West to Station 228 + 04; Thence South 9° 26' East to Station 265 + 09; Thence South 40° 16' West to Station 315 + 01; Thence South 53° 59' West to Station 339 + 46; Thence South 15° 18' East to Station 372 + 71; Thence South 21° 27' West to Station 388 + 71; Thence South 45° 55' West to Station 400 + 35; Through Section 18, and 19, Township 32 North, Range 4 West, G & SRBM and ending at Station 400 + 35; as shown on the map of definite location, attached hereto and made a part hereof, in two sheets numbered 1 & 2 and entitled "Proposed Centerline For 14.4/24.9 KV Electric Distribution Line Across Hualapai Indian Reservation." Ties to the Public Survey are shown on said maps along the route of the right-of-way.

This right-of-way is subject to any prior valid existing right or adverse claim and is for a period of thirty (30) years so long as said right-of-way shall actually be used for the purpose above specified: PROVIDED, that this right-of-way shall be terminable in whole or in part by the Grantor for any of the following causes upon a 30-day written notice and failure of the Grantee within said notice period to correct the basis of termination per 25 CFR 169.20:

- a. Failure to comply with any terms or conditions of the grant or the applicable regulations.
- b. A non-use of the right-of-way for a consecutive two year period for the purpose of which it was granted.

- c. An abandonment of the right-of-way.
- d. Failure of Grantee, upon completion of construction, to file with the Grantor an "Affidavit of Completion" pursuant to 25 CFR 169.16.

The conditions of the easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

In Witness whereof, Grantor has executed this Grant of Easement this  
14th day of December, 1984.

UNITED STATES OF AMERICA

By: C. S. Herman  
(Superintendent).

U. S. Department of the Interior  
Bureau of Indian Affairs

STATE OF ARIZONA)

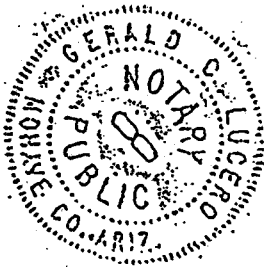
AND )

COUNTY OF MOHAVE)

ACKNOWLEDGEMENT OF GRANTING OFFICER

Before me, a Notary Public, in and for said County and State of this  
14<sup>TH</sup> day of December, 1984, personally appeared E.L.  
Denson, Superintendent, whose name is sub-  
scribed to the foregoing "Grant of Easement" for right-of-way as Superin-  
tendent, Truxton Canon Agency, Bureau of Indian Affairs, and who acknowledged  
that he now, is and was at the time of signing the same Superintendent of the  
Truxton Canon Agency, Bureau of Indian Affairs; and he personally acknowledged  
to me that he executed the said document in his official capacity and pur-  
suant to authority delegated to him for the uses and purposes setforth herein.

Gerald C. Lucero  
Notary Public

My Commission Expires 5/28/85

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ALBUQUERQUE, N.M.

LEGAL DESCRIPTION

## HAVASUPAI INDIAN RESERVATION

Said Right-of-Way to be approximately 7.5823 miles in length, 50 feet in width, and occupying approximately 45.9538 acres, and more particularly described and shown on the map of definite location to be attached and made a part hereof.

Beginning at Station 0+00 Long Mesa which is unsurveyed:

Thence South 37° 12' West to Station 17 + 40;  
Thence South 45° 26' West to Station 37 + 90;  
Thence South 19° 06' West to Station 53 + 40;  
Thence South 25° 35' West to Station 82 + 90;  
Thence South 46° 53' West to Station 107 + 40;  
Thence South 0° 26' West to Station 119 + 20;  
Thence South 20° 49' East to Station 130 + 70;  
Thence South 23° 34' East to Station 154 + 95;  
Thence South 24° 49' East to Station 176 + 05;  
Thence South 39° 35' West to Station 216 + 45;  
Thence South 21° 59' West to Station 228 + 04;  
Thence South 9° 26' East to Station 265 + 09;  
Thence South 40° 16' West to Station 315 + 01;  
Thence South 53° 59' West to Station 339 + 46;  
Thence South 15° 18' East to Station 372 + 71;  
Thence South 21° 27' West to Station 388 + 71;  
Thence South 45° 55' West to Station 400 + 35;

Through Section 18, and 19, Township 32 North, Range 4 West, C.S. & R.M.  
and ending at Station 400 + 35.

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**BEFORE THE ARIZONA CORPORATION COMMISSION**

**JIM WEEKS**  
Chairman  
**BUD TIMS**  
Commissioner  
**JOHN AHEARN**  
Commissioner

Arizona Corporation Commission  
**DOCKETED**  
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IN THE MATTER OF THE APPLICATION BY )  
MOHAVE ELECTRIC COOPERATIVE, INC., A )  
NON-PROFIT ARIZONA CORPORATION, FOR )  
APPROVAL OF FINANCING )

**DOCKET NO. U-1760-80-170**  
**DECISION NO. 51491**  
**OPINION AND ORDER**

**DATE OF HEARING:** October 14, 1980  
**PLACE OF HEARING:** Phoenix, Arizona  
**HEARING OFFICER:** Theodore Humes  
**APPEARANCES:** James K. Dinger, Financial Analyst, Utilities Division, on behalf  
of the Arizona Corporation Commission  
Charles D. Wahl, Attorney for Applicant

**FINDINGS OF FACT**

1. Applicant, Mohave Electric Cooperative, Inc., requests this Commission to approve additional financing in an amount not to exceed \$1,600,000, which they intend to borrow from the Rural Electrification Administration (REA).  
It is contemplated that the REA loan will be for a maximum period of 35 years at two (2%) per annum interest.
2. The proceeds from the borrowings will be used for construction purposes of an electric line extension from applicant's certified area across a portion of the Hualapai and Havasupai Indian Reservation located north of Route 66 on and adjacent to the Supai Road, Coconino County, Arizona.
3. The construction and power contract shall be with the United States of America, acting through the administrator of the General Services Administration on behalf of the U. S. Bureau of Indian Affairs, Department of the Interior, to supply electric energy to serve existing and future residential and commercial installations on the Hualapai and Havasupai Indian reservations.

CONCLUSIONS OF LAW

1. It is in the best interest of the consumers of Mohave Electric Cooperative, Inc., that the applicant be allowed to finance and expend the amounts proposed.

2. We find that such borrowings are lawful and in the public interest and that the loan will not impair Mohave's ability to perform as a public utility.

ORDER

WHEREFORE, IT IS ORDERED: That Mohave Electric Cooperative, Inc., an Arizona non-profit corporation, be and is hereby authorized to enter into long-term debt commitments with the Rural Electrification Administration (REA), a Federal government agency, in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000), bearing interest at the rate of 2.0% per annum and providing for the payment of the indebtedness within 35 years after the date of execution of the loan document.

IT IS FURTHER ORDERED: That this Order shall be effective upon entry.

BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

CHAIRMAN

COMMISSIONER

COMMISSIONER

IN WITNESS WHEREOF, I, G. C. ANDERSON, JR.,  
Executive Secretary, of the Arizona Corporation  
Commission, have hereunto set my hand and caused  
the official seal of this Commission to be affixed at  
the Capitol, in the City of Phoenix, this 22<sup>nd</sup> day  
of October, 1980.

G. C. ANDERSON, JR.  
Executive Secretary

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BEFORE THE ARIZONA CORPORATION COMMISSION

DOCKETED

AUG 11 1982

BUD TINS

Chairman

JIM WEEKS

Commissioner

DIANE B. McCARTHY

Commissioner

DOCKETED BY

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IN THE MATTER OF THE APPLICATION OF )  
MOHAVE ELECTRIC COOPERATIVE, INC., AN )  
ARIZONA NON-PROFIT CORPORATION, FOR )  
A PERMANENT RATE INCREASE. )

DOCKET NO. U-1750-82-002

DECISION NO. 53174

OPINION AND ORDER

DATE OF HEARING: May 26 and 27, 1982

PLACE OF HEARING: Phoenix, Arizona

HEARING OFFICER: Thomas L. Mumaw

APPEARANCES:

Robert K. Corbin, The Attorney General, by Lynwood J. Evans,  
Assistant Attorney General, on behalf of the Arizona Corpora-  
tion Commission Staff

Ronald L. Kozoman, Chief Rate Analyst, Utilities Division, on  
behalf of the Arizona Corporation Commission

James K. Dinger, Financial Analyst, Utilities Division, on  
behalf of the Arizona Corporation Commission

Charles D. Wahl, Attorney at Law, on behalf of the Applicant

Jennings, Strouss & Salmon, by Thomas J. Trimble, on behalf  
of Genstar Cement and Lime Company

Joseph B. Beekford, Business Manager, on behalf of Bullhead  
City School District No. 15

Rowland R. King, Ph.D., Superintendent, on behalf of Mohave  
Valley School District No. 16

BY THE COMMISSION

On January 7, 1982, Mohave Electric Cooperative, Inc. ("MEC"), filed an application with the Arizona Corporation Commission ("Commission") requesting a permanent increase in its rates and charges for electric service. MEC further requested that the Commission determine the "fair value" of its property devoted to public service and set a fair and reasonable return thereon.

MEC notified its customers of the application in accordance with ACC R14-2-105 by

1 First Class U.S. Mail and filed a certification of notice with the Commission. Applications  
2 requesting leave to intervene were thereafter filed by Mohave Valley Elementary School  
3 District No. 16 ("MVSD"), Genstar Cement & Lime Company ("Genstar"), and Bullhead City  
4 Elementary School District No. 15 ("BCSD"). These applications were granted by procedural  
5 entry prior to hearing.

6 Pursuant to the above notice, this matter came on for hearing before a duly authorized  
7 Hearing Officer of the Commission at its offices in Phoenix, Arizona, on May 26 and 27,  
8 1982. MEC, Genstar, and representatives of the Commission's Staff ("Staff") appeared and  
9 were represented by counsel. MVSD and BCSD appeared by duly authorized officials thereof.  
10 Oral and documentary evidence was adduced by MEC, Staff, Genstar, and MVSD. Public  
11 statements taken in Bullhead City, Arizona, on May 24, 1982, were also transcribed and  
12 made a part of the official record as were those written statements which had been sub-  
13 mitted by consumers to the Commission.

14 NATURE OF MEC'S OPERATIONS

15 MEC is an Arizona nonprofit cooperative corporation engaged in providing electric  
16 service to some 14,000 customers in Mohave County, Arizona, pursuant to Certificates of  
17 Public Convenience and Necessity ("Certificates") granted by this Commission. MEC's  
18 service territory encompasses two separate portions of Mohave County. The larger of the  
19 service areas lies east of Kingman, Arizona, and is sparsely populated. The second area  
20 consists of a strip of land along the Colorado River, including the communities of Riviera  
21 and Bullhead City, Arizona. MEC has experienced very rapid growth in the past few years.  
22 Customer growth has been at a compound rate of 10% per year. While peak load and kWh  
23 sales growth have been less than the customer growth, they are still substantially above the  
24 national average.

25 MEC owns no generating facilities of its own. It buys all of its power from the Arizona  
26 Electric Power Cooperative ("AEPSCO"), a "G & T" electric cooperative owned, in part, by  
27 MEC. The rates charged MEC by AEPSCO are also regulated by this Commission and were  
28 recently established in Decision No. 33034 (May 21, 1982).

PROPOSED INCREASE

MEC has proposed tariffs which would increase revenues by some \$1,839,473 (based on 1980-81 usage) or 14.3%. The increase would be non-uniform with residential, small commercial, and street lighting customers receiving higher percentage increases than would large commercial, large power, and the newly segregated large irrigation customers. Within these customer groups, the proposed increase is greatest for the smaller customers, although this result is somewhat ameliorated by MEC's proposed "small user" residential rate.

In addition to overall general rate level increases, MEC proposes to institute explicit charges for various items such as service establishment, meter rereading, shop meter testing, "NSF" checks, deferred payment plans, and "service availability." Increases in existing miscellaneous tariffs such as service re-establishment and reconnection, and certain meter tests are also being sought by MEC. On the other hand, MEC has proposed to begin paying 6% interest on customer deposits.

MEC's proposed tariffs contain several changes in rate design. As was noted previously, MEC has suggested a "small user" rate for those residential customers who use less than 700 kWh during each of four designated summer months. MEC has also filed tariffs for an experimental demand metered rate for large residential customers. Both tariffs would remove any kWh allowance from the increased customer charge. As proposed, this tariff would be limited to 500 customers. MEC has separated its largest irrigation customers from the present Large Power rate and has created a Large Irrigation schedule. This schedule would contain both seasonal and diurnal time-of-use features.

MEC's last rate proceeding was in 1980 (Decision No. 50900). That Docket merely restructured the existing rates and did not provide any additional base revenue to MEC. Previous to the instant application, MEC received an increase in base rates in Decision No. 47419 (October 25, 1976). Any increase in the rates charged by MEC since 1976 has been the direct result of purchased power pass-throughs and has not inured to the benefit of MEC.

...

TEST YEAR

The selection of a test year, usually fairly straightforward, was complicated by the desire of both Staff and MEC to set permanent rates which would take into consideration MEC's ambitious 1982-84 construction plans. Although the year ending September 30, 1981, was initially selected by MEC as its test year, MEC included in its revenue requirements the interest and interest coverage associated with financing for property additions throughout 1982. Staff adjusted MEC's operating results and rate base to be consistent with the use of 1982 debt. The practical effect of these adjustments was the creation by Staff of a 1982 test year and a December 31, 1982, rate base. Though common elsewhere, the use of non-historical test year data marks somewhat of a departure from Arizona precedent. In this instance, there is little alternative but to accept the Staff's analysis. To utilize 1982 interest in deriving revenue requirements while ignoring 1982 operating results and investment would create a clear mismatch in data sets. On the other hand, eliminating any consideration of the prospective financing requirements for MEC in this proceeding would virtually guarantee that MEC would have to seek additional rate relief before the end of 1982. Consequently, the Commission will find 1982 to be a reasonable test year for purposes of evaluating MEC's application herein.

OPERATING INCOME

The adoption of the Staff position with regard to the selection of 1982 as the appropriate test year also requires that we accept Staff's calculation of operating income for the test period as set forth in Schedule FM-4 of Staff Ex. 6 (Revised).<sup>\*</sup> In addition to using MEC's 1982 data (both actual and projected), Staff has incorporated wholesale power rates recently approved for AEPCO in Decision No. 53034. In summary, MEC's test year operating income is as follows:

...

<sup>\*</sup>The only difference between Staff Ex. 6 as presented at hearing and the late-filed Staff Ex. 6 (Revised) is the latter's use of actual AEPCO rates rather than Staff's proposed AEPCO rates.

Mohave Electric Cooperative, Inc.

Operating Income Statement for the Test Year  
(000's)

Operating Revenue:	<u>\$14,142</u>
Operating Expense:	
Purchased Power	\$11,327
O & M	1,645
Property Taxes	542
Other Taxes	60
Depreciation	<u>481</u>
Total Operating Expense	<u>\$14,055</u>
Operating Income	<u>87</u>
Non-Operating Income	<u>7</u>
TOTAL INCOME	<u>\$ 94</u>

RATE BASE

Both Staff and MEC offered exhibits on the original cost of MEC's property devoted to public service. Moreover, for purposes of this proceeding, MEC agreed that its original cost rate base is a reasonable proxy for "fair value." No party herein has suggested that the "fair value" of MEC's property devoted to public service would be less than original cost.

As presented in Schedule FM-2 of Staff Ex. 6 (Revised), the positions of MEC and Staff relative to the determination of rate base are:

23 ...  
24 ...  
25 ...  
26 ...  
27 ...  
28 ...

Mohave Electric Cooperative, Inc.

Summary of Fair Value Rate Base  
(000's)

	<u>MEC Requested</u>	<u>Staff Adjustments</u>	<u>Staff Recommendations</u>
Gross Utility Plant in Service	\$14,014	\$3,402	\$17,417
Less: Accum Dep.	<u>3,583</u>	<u>569</u>	<u>4,152</u>
Net Utility Plant in Service	10,431	2,834	13,285
Plus:			
CWIP	1,688	(1,688)	0
Capital Term Certificates	0	530	530
Working Capital	1,292	(1,162)	130
Less:			
Customer Advances for Construction	<u>798</u>	<u>0</u>	<u>798</u>
TOTAL RATE BASE	<u>\$12,613</u>	<u>\$ 514</u>	<u>\$13,127</u>

The difference between Staff's net plant figures and that of MEC is attributable to the former's incorporation of 1982 net property additions. Since this adjustment included most if not all of the dollars contained in MEC's CWIP account as of September 30, 1981, Staff properly eliminated CWIP from its rate base computation.

Staff further adjusted rate base by adding MEC's investment in Capital Term Certificates. These Certificates are analogous to compensating bank balances and could be accounted for either by inclusion in rate base or by increasing the effective cost of long-term debt. There has been no objection to Staff's proposed treatment of these Certificates and it will be adopted for purposes of this proceeding.

The most significant rate base issue between Staff and MEC involves working capital. MEC has utilized the "formula" method previously accepted by this Commission. This formula, like many other such "formulas" in use throughout the country, is a variation of the old "45 day" cash working capital formula developed over 40 years ago by the Federal

1 Power Commission. Staff conducted an analysis of MEC's balance sheet as well as the  
2 actual "leads" and "lags" in the receipt of revenues and the payment of expenses. The  
3 "balance sheet" method and lead-lag study are generally considered to be more accurate  
4 than the "formula" method, although problems in their uniform application from case to  
5 case often mitigate against use of these methods and in favor of the simpler "formula."  
6 In this instance, the Commission is satisfied that Staff has properly determined working  
7 capital.

#### 8 RATE OF RETURN

9 A fair and reasonable rate of return for a cooperative such as MEC does not involve  
10 the same considerations as would a similar determination involving an investor owned  
11 utility. All the expert witnesses agreed that return on equity (also referred to as "margins")  
12 and even the nominal rate of return on rate base have little independent significance. MEC  
13 requires access to the credit markets on a regular basis. This is necessary to finance both  
14 projected system expansion and to refinance prior obligations as they mature. MEC's two  
15 most economical sources of capital are the Rural Electrification Administration ("REA")  
16 and the National Rural Utility Finance Corporation ("CFC"). REA and CFC condition these  
17 loans on the attainment by the borrower of specified interest coverage ratios or TIERs.  
18 The present minimum TIER requirement of REA and CFC is 1.5. However, the rate of  
19 return witnesses of MEC and Staff testified that MEC should achieve more than the minimum  
20 necessary level of TIER. Staff recommended that a TIER of 2.0 would be sufficient at the  
21 present time, although it conceded that MEC's long-run TIER should be improved from that  
22 level. MEC presented testimony that a fast-growing company such as MEC should set  
23 rates based on a TIER of 3.0. A representative from CFC concluded that cooperatives  
24 would face increasing competition for funds in the private market, and that their financial  
25 fitness would be judged by the same criteria as investor owned utilities. In the case of MEC,  
26 this would require a TIER of 2.5 to 3.0. The witness also noted that in the future, members  
27 of CFC (which will be the major source of new credit for cooperative utilities) could be  
28 ranked by their relative contribution to the collective TIER of CFC, and the interest rate

1 on member loans determined accordingly. At present, CFC's financial condition is such  
2 that it can no longer be lenient to those members in default of their TIER requirements.

3 MEC's TIER is the lowest of the six major cooperatives in Arizona. Its TIER for 1981  
4 was 1.2, and in 1980 it was only .857. Although the restructuring of rates in 1980 appeared  
5 to temporarily improve MEC's financial situation, TIER for 1982 will, in the absence of rate  
6 relief, be less than 1.0. Since MEC's relatively strong 1979 year could no longer be considered  
7 in REA's and CFC's calculations (the average of the best two out of the three most recent  
8 fiscal years), MEC would no longer be eligible for these loans. With funds barely able to  
9 cover its current interest charges, any other financing would be out of the question. System  
10 expansion would come to a halt and lawful obligations could not be paid when due. Notably,  
11 even should MEC receive the full amount of the requested increase, TIER will not sufficiently  
12 improve in 1982 to prevent a technical default by MEC with REA and CFC.

13 Under the circumstances set forth above, it is clear that MEC is in critical need of  
14 rate relief. Staff has recommended rates which, in our opinion, would result in MEC  
15 keeping its head barely above water for a few months before filing for the additional relief  
16 which will be required. Since MEC will also be in technical default of its REA and CFC  
17 obligations by the end of this year, it is necessary for MEC to convince these organizations  
18 that it is on the path to long-term financial solvency. The minimum long-term TIER  
19 recommended by any witness herein was 2.3. The Commission believes that this minimum  
20 long-term goal can be achieved without placing an excessive burden on MEC's ratepayers.

21 One further point is relevant in this regard. MEC has included \$32,000 in interest  
22 associated with a transmission line dedicated to serving the Hualapai Indian Reservation, a  
23 line which presently produces no revenue. Staff has likewise included this interest in its  
24 calculations of TIER. The Commission believes that both parties erred in effectively  
25 asking MEC's ratepayers to pay for plant which is not used and useful, will not be used and  
26 useful, and was never intended to be used and useful in the provision of electric service to  
27 such ratepayers. MEC has recognized this inequity by excluding the transmission line from  
28 rate base and proposing to segregate all expenses and revenues associated with the line.

1 These gestures are meaningless if ratepayers must still provide TIER coverage for this  
2 investment. Therefore, the Commission will eliminate the \$32,000 interest expense from  
3 the calculation of TIER and rate of return.

4 With the above adjustments, the fair and reasonable rate of return on the "fair value"  
5 of MEC's property is 9.6%. This return will permit MEC to achieve a TIER slightly above  
6 2.3 for the remainder of 1982 (although probably not 1.5 for the entire year) and close to 2.3  
7 for 1983, based on current projections of sales, expenses, and interest. As MEC's construc-  
8 tion outlays lessen in the mid 1980's, TIER should improve further or at least not signifi-  
9 cantly deteriorate. Thus, MEC would achieve some stability in base rates while increasing  
10 its TIER and margins to acceptable levels consistent with projected long-term growth  
11 within its service territory.

#### 12 RATE DESIGN

13 MEC has proposed several innovative rate changes in the instant proceeding. The  
14 "small user" residential rate and separate large irrigation schedule are opposed by Staff.  
15 Likewise, Staff has taken exception to certain aspects of MEC's commercial and large  
16 power tariffs. On the other hand, Staff supports the increase in the residential customer  
17 charge to \$12.00 and the elimination of all kWh from that charge. Staff also agreed with  
18 the experimental demand rate for large residential customers. However, Staff did include  
19 the higher customer related metering costs in the customer charge for that experimental  
20 rate.

21 Both Staff and MEC based their respective rate designs on the results of a cost of  
22 service ("COS") study. While these analyses differed on various details, the differences  
23 were not significant. Costs are functionalized and attributed to customer (weighted and  
24 unweighted), demand (coincident and non-coincident), and energy components. The trans-  
25 lation of the resulting figures into electric rates is yet another matter.

26 MEC did no separate analysis to cost justify its "small user" rate. The 700 kWh limita-  
27 tion applied only to summer usage even though there was no significant seasonal variation  
28 in COS. MEC assumed that such small customers had higher load factors than residential

1 customers as a whole but based that assumption on data developed by Arizona Public Service  
2 Company ("APS"). There is little comparison between MEC and APS. Their seasonal cost  
3 variations, differing service territories, and customer demography are greatly different.  
4 Under MEC's proposal, the summer weekend resident of Bullhead City or Riviera would  
5 receive a discount on his usage even though he might well be contributing to the system or  
6 class peak and evidence a low load factor. In the absence of a more detailed study of this  
7 subgroup, the Commission will not adopt the proposed "small user" rate.

8 The same conclusion applies to the proposed large irrigation rate. The seasonal differ-  
9 ential does not appear to be cost justified. Moreover, the Commission is hesitant to create  
10 yet another category of end use pricing. The introduction of an incentive for shifting  
11 demand to off-peak periods on a diurnal basis is more properly grounded in COS principles.  
12 Although MEC believes that the greatest potential for shifting is in the agricultural sector,  
13 the testimony of the intervenors herein would appear to indicate the opposite. Consequently,  
14 the Commission will reject the proposal to create a separate irrigation rate. However, the  
15 Commission will require that MEC develop and propose an off-peak rate applicable to all  
16 its large power customers within twelve months of the effective date of this Decision.

17 Staff's rate design is superior to that proposed by MEC in three major respects. Staff  
18 has proposed a customer charge for every rate schedule. Staff has translated its COS study  
19 directly into its rate design without significant subjective modification. Staff has utilized  
20 voltage level variations while avoiding seasonal distinctions. For these reasons, the Com-  
21 mission will accept Staff's rates except as necessarily modified to reflect the greater reve-  
22 nue requirement found appropriate herein. Staff's rates generally favor high load factor  
23 customers because Staff has included all margin requirements in the customer and demand  
24 charges. While this does tend to promote earnings stability, MEC has warned that some  
25 margin should also be included in the energy charge. Since most of MEC's customers are  
26 not demand metered, the point is somewhat academic. However, the Commission will adjust  
27 the Staff proposed rates by placing the incremental margin (above that recommended by  
28 Staff) in the energy charge.

1 Although Staff did not particularly indorse MEC's miscellaneous charges (both new and  
2 increased), Staff did agree that these items had a cost to MEC and should be charged to  
3 those customers creating that cost. The implementation of these charges is consistent with  
4 the Commission's policy of unbundling utility rates and will be approved herein.

5 Staff has also advocated a new method of calculating MEC's purchased power adjust-  
6 ment charge. Rather than charging the same amount month after month and accumulating  
7 the overcollections (undercollections) in a suspense account, Staff's recommendation would  
8 institute a monthly adjustment formula which would be self-correcting in the succeeding  
9 month. Staff's proposed adjustment clause would also tract actual purchased power costs  
10 better than MEC's present procedure. The Commission has previously approved a similar  
11 monthly adjustment for AEP's CO, and so it is logical to adopt such a mechanism at the retail  
12 distribution level. In recognition that this new type of purchased power adjuster may  
13 require some careful rewording of MEC's present tariff language and the development of  
14 necessary monthly estimation procedures, implementation of the Staff recommendation will  
15 be delayed until MEC's January, 1983 billing cycles. At that time, any balance (deficit) in  
16 MEC's purchased power "bank" will be amortized through the new purchased power adjust-  
17 ment clause over the succeeding twelve month period.

18 AUTHORIZED INCREASE

19 The application of a 9.6% rate of return to MEC's "fair value" rate base produces  
20 operating income of \$1,260,000. This is \$1,166,000 more than MEC's test year income.  
21 Multiplying this deficiency by the agreed upon conversion factor of 1.042 results in a re-  
22 quired increase of \$1,215,000 or approximately 8.6%. Since both the requested dollar and  
23 percentage increase previously described were based on a different data set than the  
24 revenue increase authorized herein, direct comparisons can be misleading. However, on an  
25 adjusted per kWh basis, the authorized increase is approximately 60% of MEC's request.

26  
27 The Commission, having considered the entire record herein and being fully advised in  
28 the premises, finds, concludes and orders that:

FINDINGS OF FACT

1  
2 1. MEC is an Arizona non-profit corporation engaged in providing electric service  
3 to the public within portions of Mohave County, Arizona, pursuant to Certificates granted  
4 by this Commission.

5 2. On January 7, 1982, MEC filed an application with the Commission requesting a  
6 permanent increase in its rates and charges for electric service, and that the Commission  
7 determine the "fair value" of its property devoted to public service and set a fair and  
8 reasonable rate of return thereon.

9 3. Pursuant to notice, a public hearing on the application was held at the Commission's  
10 offices in Phoenix, Arizona, on May 26 and 27, 1982.

11 4. For 1982, MEC's adjusted operating revenue is \$14,142,000; its adjusted operating  
12 expense is \$14,055,000; and its net income before interest expense is \$94,000.

13 5. The "fair value" of MEC's property devoted to public service as of December 31,  
14 1982, is \$13,127,000.

15 6. A fair and reasonable rate of return on the "fair value" of MEC's property devoted  
16 to public service is 9.6%.

17 7. An increase in operating revenue of \$1,215,000 (based on projected 1982 sales) is  
18 necessary in order to permit MEC the opportunity to earn a 9.6% rate of return on the  
19 "fair value" of its property devoted to public service.

20 8. The rates and charges for electric service proposed by MEC would produce a rate  
21 of return on the "fair value" of MEC's property devoted to public service in excess of 9.6%.

22 9. The rates and charges for electric service proposed by Staff and as modified  
23 herein are properly based on the cost of providing such service.

24 10. The rates and charges proposed by MEC for establishment of service, re-establish-  
25 ment of service, reconnection of service, meter rereads, meter tests, NSF checks, deferred  
26 payment balances, and service availability (as set forth in Schedule H-3 of MEC Ex. 2) and  
27 the proposal to pay 6% interest on customer deposits will properly attribute cost (savings)  
28 responsibility (benefits) to those customers who cause such costs (savings).

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1 IT IS FURTHER ORDERED that Mohave Electric Cooperative, Inc., shall file an  
2 "off-peak" tariff schedule applicable to all customers served under the Large Power rate  
3 within twelve months of the effective date of this Opinion and Order.

4 IT IS FURTHER ORDERED that this Opinion and Order shall become effective  
5 immediately.

6 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

7  
8   
9 CHAIRMAN

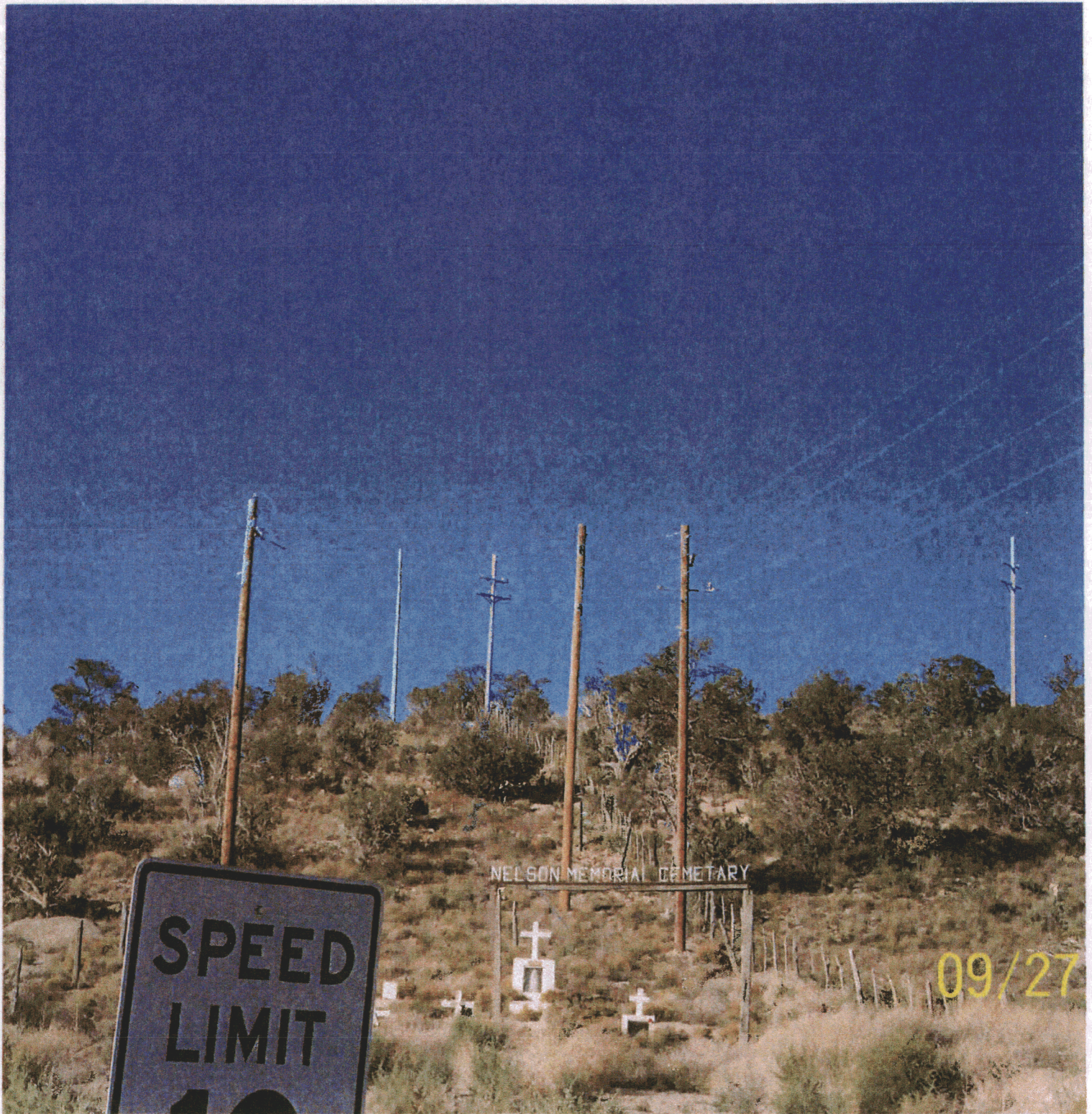
10   
11 COMMISSIONER

12 COMMISSIONER

13 IN WITNESS WHEREOF, I, TIMOTHY A. BARROW,  
14 Executive Secretary of the Arizona Corporation  
15 Commission, have hereunto set my hand and caused  
16 the official seal of this Commission to be affixed at  
17 the Capitol, in the City of Phoenix, this 14th day  
18 of August, 1982.

19  
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TIMOTHY A. BARROW  
Executive Secretary

**7**











09/27

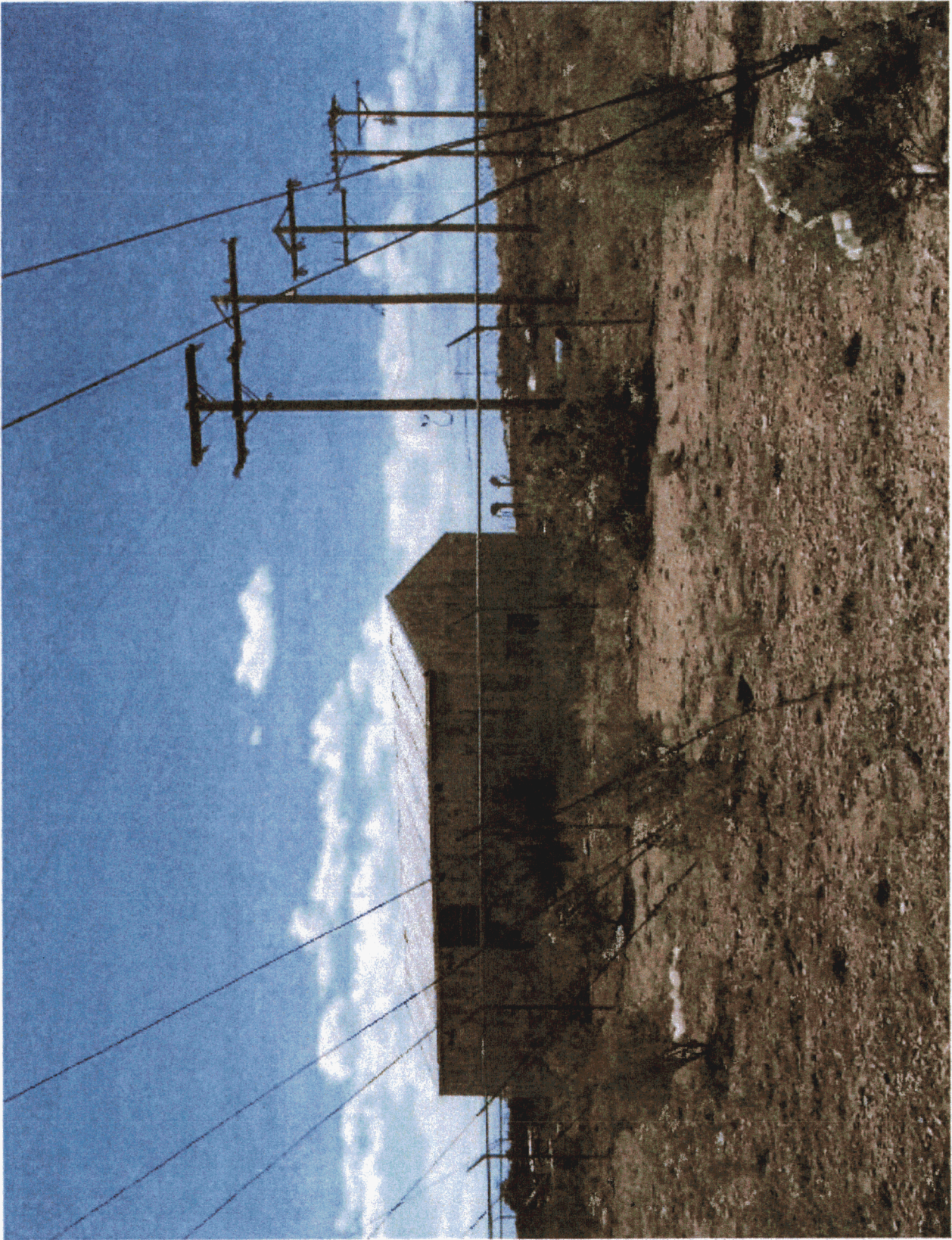


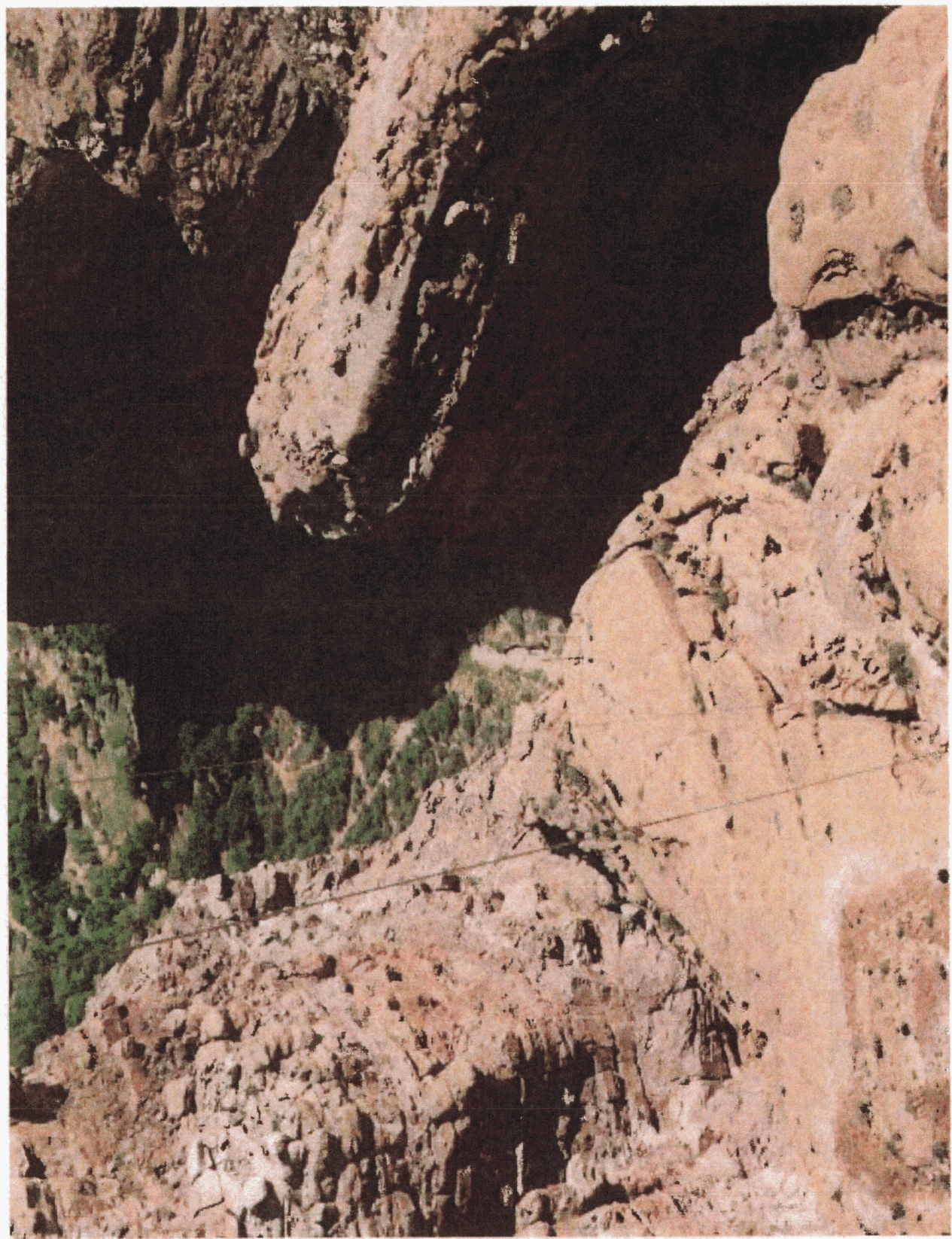




09/27







8

MOHAVE ELECTRIC COOPERATIVE, INC.



March 27, 1991

Bureau of Indian Affairs  
Phoenix Area Office  
P. O. Box 10  
Phoenix, Arizona 85001  
Attention: Rose Velarde

Re: GSA Contract No. GS-00S-67021

Enclosed is the statement for payoff of construction cost under GSA Contract No. GSA-00S-67021 as requested by the Bureau of Indian Affairs, Phoenix Area. The Payoff amount is \$923,243.92 as of March 31, 1991.

The effect of the payoff will be to remove the following part of the contract only:

FACILITIES CHARGES

- (1) 4.44% (percent) of the lesser of the cost of construction or \$1,600,000 and/or other amount(s) concurred in by the Government Contracting Officer;

The contract stays in full force and effect except that the 4.44% charge on the monthly letter billing will be eliminated. Please sign, date and return one copy of this letter to confirm agreement in this matter.

Israel K. K. K. 1420-328-6692  
BUREAU OF INDIAN AFFAIRS

03/29/91  
Date

[Signature]  
MOHAVE ELECTRIC COOPERATIVE

March 27, 1991  
Date

Sincerely,

[Signature]  
Jack Shilling  
Manager of Engineering

P.O. Box 1045 Bullhead City, Arizona 86430-1045 763-4115

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 1 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/05/91	2. CONTRACT NO. (If any) GSA-005-67092	3. ORDER NO. PS1H5000237	4. REQUISITION/REFERENCE NO.
5. ISSUING OFFICE (Address correspondence to) U.S.D.I., BUREAU OF INDIAN AFFAIRS PHOENIX AREA OFFICE - P&S ONE NORTH FIRST STREET PHOENIX, AZ 85004		6. SHIP TO: (Consignee and address, ZIP Code) SAME AS BLOCK NO. 5, ATTN: GERALD KNOX (602) 379-6761	
7. TO: CONTRACTOR (Name, address and ZIP Code) MOHAVE ELECTRIC COOPERATIVE, INC. P. O. BOX 1045 BULLHEAD CITY, ARIZONA 86430-1045		8. TYPE OF ORDER <input type="checkbox"/> A. PURCHASE - Reference your _____  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of:  <input checked="" type="checkbox"/> B. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA H68 -01 1 3300 6642 209 25N - \$884,243.92 H50 999 X 1131 7632 HAA 25N - \$ 39,000.00		10. REQUISITIONING OFFICE STATE AREA FACILITY MANAGEMENT	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DIS-ADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. F.O.B. POINT DESTINATION	
13. PLACE OF INSPECTION AND ACCEPTANCE N/A		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/31/91
		16. DISCOUNT TERMS NET	

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1.	PAYOFF OF CONSTRUCTION COST UNDER GSA CONTRACT NO. GSA-005-67021.  THE PAYOFF REMOVES THE FOLLOWING PART OF THE CONTRACT ONLY:  FACILITIES CHARGES (1) 4.44% (PERCENT) OF THE LESSER OF THE COST OF CONSTRUCTION OR \$1,600 AND/OR OTHER AMOUNT(S) CONCURRED IN BY THE GOVERNMENT CONTRACTING OFFICER;  THE CONTRACT STAYS IN FULL FORCE AND EFFECT EXCEPT THAT THE 4.44% CHARGE ON THE MONTHLY LETTER BILLING WILL BE ELIMINATED.	1	EA.		\$923,243.92	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(I). TOT. (Cont. page)
21. MAIL INVOICE TO: (Include ZIP Code) SAME AS BLOCK NO. 5, ATTN: PROPERTY & SUPPLY		\$923,243.92	17(II). GRAND TOTAL

UNITED STATES OF AMERICA  
BY (Signature)

*Gerald Knox*

23. NAME (Typed)  
GERALD KNOX, 1420-3218-0692  
TITLE: CONTRACTING/ORDERING OFFICER

9

pc file copy

March 17, 1992

Assistant Area Director of Administration  
Bureau of Indian Affairs  
U. S. Department of Interior  
P. O. Box 7007  
Phoenix, Arizona 85011

RE: Contract GS-OOS-67021

Dear Sir:

The purpose of this letter is to request information regarding the renewal of the contract above referenced. The contract, between Mohave Electric Cooperative, Inc., hereinafter called Mohave, and the United States of America, hereinafter called Government, provides for the supply of electric energy to the Hualapai and Havasupai Indian Reservations.

According to our records, the contract will expire on April 1, 1992. The contract provisions indicate that Mohave did consent to the Government's right and option to renew this contract for two additional ten year periods. We now respectfully request you to provide Mohave with your intentions toward the renewal options. We are currently reviewing the monthly Facility Charge portion of the charges provided for in the contract, in anticipation of contract renewal.

We also again reference you to the fact that Mohave implemented new rates, as approved by the Arizona Corporation Commission, in January of 1991. Although the Large Power Rate, which was identified in the contract, did experience an increase to the approved rate established by the Commission, Mohave was successful in negotiating a separate, lower large power rate for this specific contract. While higher than the previous rate, the contract rate is lower than it would have been had a separate rate not been established.

pc file copy

Assistant Area Director of Administration - continued

Due to the very limited time before the current contract expires, we would appreciate receiving a written response prior to March 31, 1992. If you have questions or require any additional information, please feel free to contact me.

Sincerely,

Stephen McArthur  
Comptroller

cc: Mr. Robert Broz, General Manager  
Mohave Electric Cooperative, Inc.

**10**

RECEIVED  
FEDERAL ACQUISITION OFFICE  
WASHINGTON, D.C. 20548  
APR 20 1 52 PM '93

Branch of Acquisition, Federal Assistance  
Section IV/ Contracts & Grants/MS-211

APR 19 1993

CERTIFIED RETURN RECEIPT REQUESTED

Mr. Robert Broz, General Manager  
Mohave Electric Cooperative, Inc.  
P.O. Box 1045  
Bullhead City, Arizona 86430

Dear Mr. Broz:

This is regarding GSA Contract No. GS-00S-67021. Negotiated Electric Utility Contract between Mohave Electric Cooperative, Inc. and the Bureau of Indian Affairs (Government).

On April 1, 1982, the Government entered into Contract No. GS-00S-67021 with Mohave Electric Cooperative, Inc. to furnish the Government all electric energy which the Government may request during the term of this contract. Said services was to supply electric energy to existing and future residential and commercial installations on the Hualapai and Havasupai Indian Reservation located in Northeastern Arizona. The term of this contract was for ten years and has since expired.

Under the Contract, the Government has the right of renewal for two additional ten year periods. The Government hereby notifies Mohave Electric of its intent to exercise this option.

Prior to exercising our option, we need to re-negotiate and amend the existing contract. The contract makes reference to construction of overhead transmission and/or distribution facilities. Construction was completed and the Government reimbursed Mohave all cost associated with the construction. Therefore, some of this language needs to be deleted.

Whereas, language in the contract relative to the monthly facility charge, allows "for Mohave to recover cost associated with the construction and operation of facilities to make electric service available to the Government, the Government upon verification of Mohave's cost of construction agrees to pay Mohave as a Facility Charge an annual amount equal to the sum of:

- (1) 4.44% (percent) or the lesser of the cost of construction or \$1,600,000 and/or other amount(s) concurred by the Government Contracting Officer;
- (2) All state and local property taxes assessed against the facilities and Mohave constructs because of this contract;

- (3) The (a) operation and maintenance expenses; (b) cost of replacement less original book value of replaced facilities and (c) cost of system improvements that Mohave constructs as a result of this contract."

Also, under provision "Interim Construction Accounting" the Government has the right to audit all construction costs related to the construction of the subject facilities.

The Government hereby notifies Mohave Electric of its intention to exercise its right under the contract to verify and audit all construction cost and monthly facility charges. This audit will be coordinated through the U.S. Department of Interior, Office of Inspector General. Mohave Electric will receive proper notification of any audit arrangements.

When the Government has obtained the audit results, the Government will propose a negotiation meeting with Mohave Electric for continued electrical services under the contract.

If you have any questions, please call the Rose Velarde, Contracting Officer, at (602) 379-6760.

Sincerely,

Rose M. Velarde  
1420-3228-0793  
Contracting Officer

cc: PAO Facility Manager/MS-220  
Director, Facilities Management and Construction Center  
Attention: Mr. Richard Crissler  
Facility Manager, Truxton Canon Agency  
Supt., Truxton Canon Agency  
Eddie Quotskuyva, Supervisory Contract Specialist

**11**

# MOHAVE

electric cooperative

P.O. Box 1045, Bullhead City, Arizona 86430

RECEIVED  
BIA - PAO  
CONTRACT & GRANTS

JUN 21 8 21 AM '95

June 15, 1995

Area Director of Administration  
Bureau of Indian Affairs, Phoenix Area Office  
U. S. Department of the Interior  
P. O. Box 10  
Phoenix, Arizona 85001

RE: Contract GS-OOS-67021

Dear Sir:

According to the terms of the above referenced contract, we sent a certified letter, dated June 7, 1995, to the address specified in the contract. That letter has been returned with an indication the forwarding order has expired.

The purpose of this letter is to request information regarding the expired contract above referenced. The contract, between Mohave Electric Cooperative, Inc. (Mohave), and the United States of America, Department of Interior, Bureau of Indian Affairs (BIA), provided for the supply of electric energy to the Hualapai and Havasupai Indian Reservations.

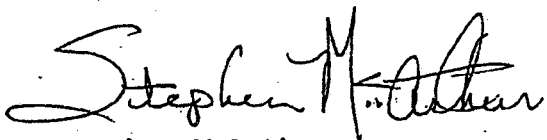
During the recent contract audit by the Office of the Inspector General, Department of the Interior, which was requested by the Phoenix office of the BIA, the audit team noted that the contract had not been renewed and was well past the renewal date of April 1, 1992. Mohave was subsequently reminded that a certified letter, as was required by the terms of the contract, was mailed to the BIA during March 1992. In that letter, Mohave requested the BIA to provide Mohave with the intentions of the BIA toward the renewal options of the contract. No response was received to that letter request. According to Mohave's records and Mohave's understanding of the contract, the contract expired on April 1, 1992. The BIA clearly declined to exercise the renewal option as was required by the agreement.

Mohave now requests the intentions of the BIA regarding the old contract and the existing service. Does the BIA now wish to discuss a new contract, since the old contract has obviously expired, or is the intent of the BIA for Mohave to cease to provide service, which was an aspect provided for in the old contract?

LETTER - Bureau of Indian Affairs  
June 15, 1995  
Page 2 of 2

Mohave needs to receive a written response prior to June 29, 1995. If you have questions or require any additional information, please feel free to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Stephen McArthur". The signature is written in dark ink and is positioned above the printed name and title.

Stephen McArthur  
Comptroller

**12**

AUG 07 '96 21:23PM BIA CONTRACTS/GRANTS



electric cooperative

RECEIVED  
BIA - FAC  
CONTRACTS & GRANTS

P.O. Box 1045, Bullhead City, Arizona 86430

JUN 19 1 49 PM '96

P.4  
200

June 6, 1996

Mr. Barry Welsh  
Acting Manager  
Bureau of Indian Affairs (BIA)  
Phoenix Area Office  
One North First Street, 4th Floor  
Phoenix, Arizona 85004

Re: Line Serving BIA

Dear Mr. Welsh:

We have received correspondence from the BIA regarding the expired contract between the BIA and Mohave Electric. Enclosed for your review are copies of past correspondence sent by Mohave Electric to the BIA. These two letters are specifically related to the possible renewal of the contract.

The first letter, dated March 17, 1992, and sent by certified mail as specified in the contract, notified the BIA that the contract was due to expire on April 1, 1992. Mohave Requested the BIA to provide a written response by March 31, 1992, describing the intentions of the BIA regarding any proposal for contract renewal. The second letter, dated June 15, 1995, and which was also sent by certified mail, was sent to again request information about the intentions of the BIA concerning the now expired contract. This letter requested a written response by June 29, 1995, with a description of the intentions of the BIA, and more specifically as to whether the BIA wished to discuss a new contract or if there was a desire for Mohave Electric to cease service. Neither of these letters ever received a direct response.

We have carefully reviewed many aspects of the expired contract and of the service itself. We recognize that the BIA reimbursed Mohave for the construction of the power line from Mohave's Nelson substation to a point near the Grand Canyon, with a length of approximately 63.3 miles, and Mohave retains ownership of this line. The review of all aspects has resulted in a determination that continuing with this service as it currently exists is not in the best interests of the members of Mohave Electric. We intend to transfer ownership of this line to the BIA. This transfer will require the relocation of the metering equipment from the present location near the Grand Canyon to a location near or at the Nelson Substation.

PHOENIX AREA DIRECTOR

JUN 17 11 37 AM '96

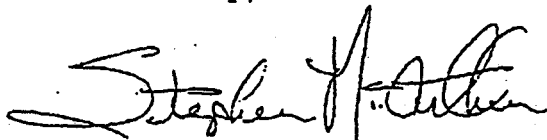
BUREAU OF INDIAN AFFAIRS  
RECEIVED



LETTER - Welch (continued)  
June 6, 1996  
Page 2 of 2

We request that you arrange for your representative to contact Mohave's Engineering Department in order to commence activities which will culminate in the orderly transfer of facilities within one hundred and twenty (120) days from today.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen McArthur". The signature is fluid and cursive, with the first name "Stephen" being more prominent than the last name "McArthur".

Stephen McArthur  
Comptroller

cc: Michael A. Curtis, legal counsel

**13**



United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WESTERN REGIONAL OFFICE  
P.O. BOX 10  
PHOENIX, ARIZONA 85001

IN REPLY  
REFER TO:  
Branch of Acquisition and  
Federal Assistance, MS-210  
602/379-6760

March 6, 2002

CERTIFIED MAIL NO. 7000 1530 0000 1277 3949  
RETURN RECEIPT REQUESTED

Mr. Robert Broz, General Manager  
Mohave Electric Cooperative, Inc.  
P.O. Box 1045  
Bullhead City, Arizona 86430

Dear Mr. Broz:

Reference GSA Contract No. GS-00S-67021, Negotiated Electric Utility Contract (the Contract) between Mohave Electric Cooperative, Inc. (MEC) and the Bureau of Indian Affairs (the Government).

In accordance with the Contract, the Government exercises its option to extend the contract for a ten year period from April 1, 2002 through March 31, 2012.

The Government's exercise of its option as described above does not constitute a waiver, and the Government expressly reserves, any potential claims the Government may have concerning MEC's past and future billings and the Government's past and future payments under the Contract. Some of these potential claims were noted in the Inspector General's Audit Report No. 95-E-1045, "Review of Mohave Electric Cooperative, Inc., Calendar Year 1994 Charges Under Bureau of Indian Affairs Contract No. GS-00S-67021" (June 1995), previously provided to MEC.

The Government's understanding of the status of some of the component parts of charges and payments under the Contract are as follows:

1. Subsequent to the original making of the Contract, as of 1991, the Government paid in full to MEC the cost of the construction of the facilities built to deliver power from MEC to the Government at the line side of the Long Mesa Transformer. Accordingly, the Contract was amended through the above described conduct of MEC and the Government to delete the charge contained in the contract at Addendum No. 1, p. 6, paragraph "FACILITIES CHARGES," subparagraph "(1)".
2. No payment is owed by the Government to MEC for the charge described in the Contract at addendum No. 1, p. 6, paragraph "FACILITIES CHARGES," subparagraph "(2)" until MEC provides the Government with properly supported invoice documenting those charges.
3. No payment is owed by the Government to MEC for the charge described in the Contract at Addendum No. 1, p. 6, paragraph "FACILITIES CHARGES," subparagraph "(3)" until MEC provides

OPTIONAL FORM NO. 10 (7-99)

FAX TRANSMITTAL

# of pages 5

To	From
Dept./Agency	Phone #

08/02/02 FRI 15:35 [TX/RX NO 9277]

the Government with properly supported invoices documenting those charges.

Pursuant to paragraph 2 of the Contract, MEC's point of delivery to the Government is the line side of the Long Mesa Transformer. The Government has been advised and thus suspects that MEC moved the metering device from the line side of the Long Mesa Transformer to MEC's Nelson substation. If this suspicion is substantiated, the Government objects to MEC's unilateral change in the point of metering and billing from the Nelson substation and submits that MEC is required to meter and bill the Government's use at the line side of the Long Mesa Transformer as required by the Contract.

The Government has been advised and thus suspects that MEC serves, in addition to the Government, approximately fourteen additional customers located between the Nelson substation and the line side of the Long Mesa Transformer. The Government has been advised and thus suspects that MEC deducts from the Government's monthly bill what MEC unilaterally calculates as being the electrical usage for these other fourteen MEC customers. If the Government's suspicions described are correct, the Government suspects that MEC may have charged in the past and may be now charging the Government: costs of power losses that occur in the seventy mile electrical line; costs of power losses that occur in service lines that deliver power to MEC's other fourteen customers between MEC's Nelson substation and Long Mesa; costs of any un-metered power such as jumped meters, etc. The Government expects MEC to address, under the terms of the Contract and to the Government's satisfaction, these and other issues that have arisen or that may arise during the term of the exercised option to the Contract.

The Government requests MEC to provide the Government, within thirty (30) calendar days of the date of this letter, a written explanation of MEC's monthly charges to the Government with reference to MEC's rate schedule approved by the Arizona Corporation Commission. A full explanation of how MEC calculated its charges to the Government for the most recent month is requested with particular attention to the monthly service charge; the monthly demand charge per KW; and the energy charge per KWH.

If additional information or assistance is needed, please contact this office at (602) 379-6760.

Sincerely,

(Sgd) Lloyd M. Brewer

Contracting Officer

Enclosure

cc: WRO, Regional Director  
Supt., Truxton Canon Field Office  
Facilities Management, Attn: Ralph Esquerro  
Field Solicitor's Office, Attn: Daniel L. Jackson  
Augustine Hanna, Havasupai Tribal Chairman  
Daniel C. Shiel, Rothstein, Donatelli, Hughes, Dahlstrom, Schoenburg & Enfield, LLP  
Louise Benson, Hualapai Tribal Chairperson

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 1
2. AMENDMENT/MODIFICATION NO. 1		3. EFFECTIVE DATE 04/01/02		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY Bureau of Indian Affairs - Western Regional Office Acquisition & Federal Assistance 400 N. 5th Street, Phoenix, Az 85004 P.O. Box 10, Phoenix, Az 85001		7. ADMINISTERED BY (if other than item 6) Renee Holly, Contract Specialist Phone: 602.379.3822 FAX: 602.379.6763	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Mohave Electric Cooperative, Inc. P.O. Box 1045 Bullhead City, Arizona 86430				9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-DOCS-67021 10B. DATED (SEE ITEM 11) 04/01/82	
CODE		FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral Modification (AW Contract Terms and Conditions)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Electric Utility Contract to Provide Electric Energy for the Operation of Government Facilities Located at Hualapai and Havasupai Indian Reservations, Arizona.

This modification is issued to exercise the Governments option to extend the contract performance period an additional 10 years in accordance with the Contract Terms and Conditions.

Performance Period - FROM: April 1, 2002 THROUGH: March 31, 2012

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Lloyd M. Brewer, Contracting Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lloyd M. Brewer, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Lloyd M. Brewer</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3-5-02

N 7540-01-152-6070  
Previous edition Unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

**14**

RECEIVED

MARTINEZ &amp; CURTIS, P.C.

Law Offices  
Michael A. Curtis  
Jay M. Martinez (1943-2000)  
William P. Sullivan  
Susan D. Goodwin  
Larry K. Urtall  
Anja K. Wendel  
Paul R. Michaud  
Kelly Y. Schwab  
Phyllis L. New

2002 MAR 22 PHOENIX, ARIZONA 85006-1898

BIA-PHX-ACQUISITIONS  
AND FED ASSISTANCE

2712 North Seventh Street

Telephone (602) 248-0372  
Telecopier (602) 286-8290

OF COUNSEL

Joseph F. Abate  
Thomas Hine  
G. Eugene Neal  
Jeffrey A. Katz  
Richard S. Allemann

REFER TO FILE NO. 1234  
1234-7-19

March 20, 2002

Mr. Lloyd Brewer, Contracting Officer  
U.S. Department of Interior  
Bureau of Indian Affairs  
Western Regional Office  
Post Office Box 10  
Phoenix, Arizona 85001

Re: Your Letter of March 6, 2002

Dear Mr. Brewer:

Your letter to Mohave Electric Cooperative has been referred to our offices as General Counsel for the Cooperative. Your letter refers to GSA Contract No. G8-00S-67021, Negotiated Electric Utility Contract between Mohave Electric Cooperative, Inc. and the Bureau of Indian Affairs, and requests that this specific Contract be extended through 2012. Unfortunately, that Contract expired of its own terms in 1992 when the Bureau of Indian Affairs did not seek an extension of the Contract. It no longer exists. Therefore, that Contract (no longer being in existence) is not in effect, and cannot be extended as requested.

At the present time, Mohave advises the BIA has been and is being served electric service at the Nelson Substation by Mohave under a month-to-month contract at sufferance pursuant to a rate approved by the Arizona Corporation Commission which service Mohave chose to implement at the time that the aforementioned Contract terminated in 1992. If BIA wishes to negotiate a formal written Electric Service contract to replace the contract at sufferance, Mohave would be willing to do so only through settlement negotiations connected with litigation now pending between the parties.

Mr. Lloyd Brewer, Contracting Officer  
March 20, 2002  
Page 2

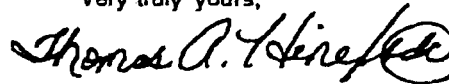
If you should have any questions or need any more information, since this account and service are in litigation please contact the following:

Thomas A. Hine, 2712 N. 7<sup>th</sup> St, Phoenix, Az 85006-1090 (602)870-1828.  
Michael A. Curtis, 2712 N. 7<sup>th</sup> St, Phoenix, Az 85006-1090 (602)248-0372

With Copies to:

Robert Broz, Chief Executive Officer, Mohave Electric Cooperative, Inc.

Very truly yours,



Michael A. Curtis  
Thomas A. Hine  
For the Firm

cc: Robert Broz, MEC  
Lane Tucker, Esq., Department of Justice

15

**MOHAVE ELECTRIC COOPERATIVE, INC.**  
**EXECUTIVE MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**JUNE 26, 2003**

The executive session was called to order by President Lyn R. Borah.

Present at the executive session were: Lyn R. Borah, President, John Nelssen, Vice President, Chester Moreland, Secretary, Carlos Tejeda, Treasurer, Bob Allen, Steven Buck, John Elkins and Phil Sauceman. Gordon Ennes was absent.

Also present were: Robert E. Broz, Chief Executive Officer, Sharon Sutton, Administrative Assistant and Michael Curtis, General Counsel.

**EXECUTIVE MINUTES MAY 21, 2003**

The draft notes of the May 21, 2003 executive minutes were distributed to the board for their review. A motion was made and seconded to approve the draft notes of executive minutes as presented for filing. Motion carried. John Nelssen abstained due to absenteeism.

**BIA RESOLUTION**

The BIA Resolution of April 17, 2003 was reviewed. A motion was made and seconded to approve the Resolution as attached for filing. Motion carried.

The following items were discussed by the board:

Public Affairs Manager - Discussion followed.

Nucor Corp. - Evaluating the current market conditions for non-firm power.

Evaluation forms for Robert Broz were distributed to the board with self addressed stamped return envelopes. The forms are to be mailed back to Michael Curtis by July 7<sup>th</sup>.

With no further business before executive session, the meeting was adjourned.

  
Lyn R. Borah, President

  
Chester Moreland, Secretary

## RESOLUTION

Whereas, the United States Bureau of Indian Affairs ("BIA") in 1992 allowed to expire the 1982 ten (10) year contract for sale of power at wholesale to BIA over the seventy mile line (Hualapai BIA line) built for the purpose of assisting the BIA in its delivery of power at retail to the Havasupai or Supai tribe in the bottom of the Grand Canyon at Supai Village; and

Whereas, part of the contract was a provision for an option to BIA to extend the contract for an additional ten (10) years until 2002, and a final ten (10) year term until 2012 for a total of thirty (30) years; and

Whereas, the contract had provisions for the price of power sold at wholesale and also for payment of depreciation, overhead, maintenance and repairs; and

Whereas, the BIA has subsequently refused to contract for payment of overhead maintenance, depreciation and repairs; and

Whereas, the service to the BIA instituted at wholesale in 1982 was to resale by the BIA in an area outside the Mohave Electric Cooperative ("Cooperative") Arizona Corporation Commission's Certificate of Convenience and Necessity, but inside the Certificate of Citizens Electric according to the official maps of the Arizona Corporation Commission; and

Whereas, after several years of frustrated negotiations with the BIA in an attempt to secure a new contract the Cooperative could no longer justify for its members the delivery of wholesale power to BIA at any point of delivery but the Nelson Substation and could no longer justify any rate to the BIA but its Large Commercial Customer Rate; and

Whereas, the approximately 70 mile line is of no use nor value to the 30,000 members of the Cooperative, but is in fact a burden and a liability; and

Whereas, the line traverses at least two Indian reservations and no reservation has granted a right to the Cooperative to sell power at retail; and

Whereas, the Cooperative cannot operate at retail or outside its rights of way on an Indian reservation without consent of the tribes and the Secretary of Interior; and

Whereas, the Hualapai BIA line has value to the tribes upon whose lands it traverses and to the BIA which has a fiduciary duty to serve electricity, but as the result of the BIA actions the property under A.R.S. Section 40-285 is not necessary or useful to the Cooperative in the performance of its duties to the public and has no value to the Cooperative or its members,

NOW, THEREFORE, BE IT RESOLVED, having found that the property under A.R.S. Section 40-285 is not necessary or useful to the Cooperative in the performance of its duties to the public and has no value to the Cooperative or its members, authorizing the Board of Directors of the Cooperative through its officers and management to take such action as may be required to quit claim, sell or relinquish or abandon any and all property rights of the Cooperative in and to the approximately 70 mile electric line facilities or rights-of-way known as the Hualapai BIA line from Nelson Substation to its termination point; and

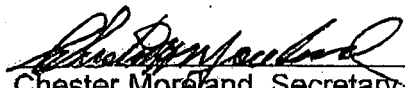
FURTHER RESOLVED, authorizing and directing the officers and management to execute any and all documents necessary to quit claim, sell or relinquish or abandon the rights of Mohave upon, in or to said line and facilities and rights-of-way and further to negotiate any possible overhead, maintenance and repair contract or agreement which Management deems in the best interests of the members; and

FURTHER RESOLVED, that as to any existing retail customer served on said line that the same be transferred to the BIA which is authorized to operate on Indian nation lands and that notice of said transfer be given to the less than twelve customers; and

FURTHER RESOLVED, that Management communicate to the Arizona Corporation Commission the fact first that this wholesale service is for the BIA re-delivery outside the service area of the Cooperative, and that second, the 30,000 members of the Cooperative are threatened with imposition of an unfair economic burden and shift of expense by the Federal Government of a trust responsibility owed by the BIA to the Indians and that the BIA intends to impose this Federal expense burden on the backs of the 30,000 members of the Cooperative.

#### CERTIFICATION

I, Chester Moreland, certify that I am the Secretary of the Mohave Electric Cooperative, Inc. Board of Directors. I further certify that the above is a true excerpt from the minutes of a board meeting of this Board of Directors on the 17<sup>th</sup> day of April, 2003, at which a quorum was present and that the above portion of the minutes has not been modified or rescinded.

  
Chester Moreland, Secretary

**16**

CONFORMED COPY  
FEE # 2003-60541  
DATE 7-22-03  
BOOK 4596  
PAGES 422-440

When Recorded, Return to:  
Mohave Electric Cooperative c/o  
2712 North Seventh Street  
Phoenix, Arizona 85006-1090  
Attn: Michael A. Curtis, Esq.

NOTICE OF QUIT CLAIM, CONVEYANCE AND ASSIGNMENT OF INTEREST  
AND ABANDONMENT OF PROPERTY

For good and valuable consideration of being customers at the Large Commercial Customer Rate of the Mohave Electric Cooperative, Inc. at the Nelson Substation, the receipt of which is hereby acknowledged, Mohave Electric Cooperative, Inc., an Arizona not-for-profit corporation, (hereinafter called "GRANTOR"), does hereby quit claim, grant, bargain and convey and abandon to the United States Department of Interior, Bureau of Indian Affairs, the Hualapai Indian Tribe, and the Havasupai Indian Tribe (hereinafter called "GRANTEES"), as their respective interests may be established or reflected in the real and personal property and fixtures (the "Premises") including power lines, meters and service drops situated in Mohave, Yavapai and Coconino Counties, Arizona, described on Exhibits "A", "B", and "C" attached hereto and by this reference incorporated herein and as illustrated in Exhibit "D", together with all tenements, appurtenances, and all estates and rights of GRANTOR in and to the Premises and the rights of reversion and reversions, remainder and remainders thereof and thereto and all right, title and interest of GRANTOR in and to all streets, roads and public places, open or proposed, and all easements, and rights-of-way, public or private, now or hereafter used in connection with the Premises and all water and water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) in or hereafter relating to or used in connection with the Premises and all reports, approvals, permits, rights, studies and contracts pertaining thereto now or hereafter in the possession or control of GRANTOR;

Furthermore, GRANTOR hereby assigns and transfers all of its rights, title and interest in any Pole Line License Agreement, attached hereto as Exhibit "C" and by reference incorporated herein, to GRANTEES, as their respective interests may be established or reflected in the Premises;

TO HAVE AND TO HOLD the same unto the GRANTEES, their successors and assigns forever as may be determined among themselves as their interests are determined.

DEC 10 2 47 PM '01

This NOTICE OF QUIT CLAIM, CONVEYANCE AND ASSIGNMENT OF INTEREST AND ABANDONMENT, is executed voluntarily and not as a result of duress or threats of any kind, and is bona fide and not given to hinder, delay or defraud the rights of creditors or contravene the Bankruptcy Laws of the United States.


This NOTICE OF QUIT CLAIM, CONVEYANCE AND ASSIGNMENT OF INTEREST AND ABANDONMENT is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature; and there is no agreement or understanding, oral or written, between GRANTOR and GRANTEEES herein, or any other person whomsoever relative to a reconveyance of the above-described property to said GRANTOR, or to a sale or conveyance to anyone else for the benefit of GRANTOR, or to any division of any proceeds realized from said property by sale or otherwise.

The actual possession of the property herein conveyed has, by delivery of this deed, been surrendered and delivered to GRANTEEES, and GRANTOR intends by this NOTICE OF QUIT CLAIM, CONVEYANCE AND ASSIGNMENT OF INTEREST AND ABANDONMENT to vest the absolute and unconditional title to said property in GRANTEEES as their respective interests may be established, and forever to estop and bar GRANTOR and GRANTOR'S successors or assigns from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity or in possession or an expectancy in and to said property or any part thereof.

Words and expressions used herein shall be applicable according to the contents hereof, and without regard to the number or gender of such words or expressions.

DATED this 22<sup>nd</sup> day of JULY, 2003.

MOHAVE ELECTRIC COOPERATIVE, INC.

By   
Its Chief Executive Officer

STATE OF ARIZONA )

County of Mohave )

ss.

Acknowledged before me this 22<sup>nd</sup> day of July, 2003, by Robert Broz, Chief Executive Officer of Mohave Electric Cooperative, Inc., an Arizona corporation.

Sharon Sutton  
Notary Public

My Commission Expires:

July 12, 2006



# EXHIBIT A

LEGAL DESCRIPTION

HUALAPAI INDIAN RESERVATION

Said Right-of-Way to be approximately 42.1229 miles in length, 50 feet in width, and occupying approximately 255.2994 acres, and more particularly described and shown on the map of definite location to be attached and made a part hereof.

Beginning at Station 1137 + 00; T30N, R6W, Section 24,

Thence South 55° 32' West to Station 1144 + 92;  
T30N, R6W, Section 24,  
Thence South 51° 28' West to Station 1256 + 77;  
T30N, R6W, Section 27,  
Thence South 33° 04' West to Station 1493 + 08;  
T29N, R6W, Section 17,  
Thence South 47° 04' West to Station 1554 + 82;  
T29N, R6W, Section 18,  
Thence South 58° 50' West to Station 1595 + 02;  
T29N, R7W, Section 24,  
Thence South 45° 59' West to Station 1611 + 99;  
T29N, R7W, Section 24,  
Thence South 26° 14' West to Station 1668 + 12;  
T29N, R7W, Section 26,  
Thence South 34° 35' West to Station 1762 + 02;  
T29N, R7W, Section 34,  
Thence North 86° 25' West to Station 1770 + 70;  
T29N, R7W, Section 34,  
Thence North 86° 25' West to Station 1775 + 42;  
T29N, R7W, Section 34,  
Thence South 35° 29' West to Station 1790 + 17;  
T28N, R7W, Section 3,  
Thence South 43° 34' West to Station 1830 + 17;  
T28N, R7W, Section 4,  
Thence South 61° 24' West to Station 1839 + 94;  
T28N, R7W, Section 4,  
Thence South 44° 35' West to Station 1849 + 72;  
T28N, R7W, Section 9,  
Thence South 24° 01' West to Station 1853 + 85;  
T28N, R7W, Section 9,  
Thence South 20° 34' West to Station 1867 + 10;  
T28N, R7W, Section 9,  
Thence South 7° 45' East to Station 1876 + 10;  
T28N, R7W, Section 9,  
Thence South 23° 21' West to Station 1832 + 12;  
T28N, R7W, Section 9,  
Thence South 34° 43' West to Station 1887 + 12;  
T28N, R7W, Section 9,  
Thence South 37° 51' West to Station 1896 + 40;  
T28N, R7W, Section 8,  
Thence South 34° 43' West to Station 1901 + 70;

Thence South  $39^{\circ} 22'$  West to Station 1905 + 44;  
 T28N, R7W, Section 17,  
 Thence South  $19^{\circ} 51'$  West to Station 1923 + 73;  
 T28N, R7W, Section 17,  
 Thence South  $34^{\circ} 34'$  West to Station 1937 + 75;  
 T28N, R7W, Section 17,  
 Thence South  $34^{\circ} 32'$  West to Station 1946 + 25;  
 T28N, R7W, Section 17,  
 Thence South  $21^{\circ} 27'$  West to Station 1984 + 31;  
 T28N, R7W, Section 20,  
 Thence South  $7^{\circ} 55'$  West to Station 1985 + 55;  
 T28N, R7W, Section 20,  
 Thence South  $7^{\circ} 55'$  West to Station 1988 + 21;  
 T28N, R7W, Section 20,  
 Thence South  $35^{\circ} 17'$  West to Station 2039 + 53;  
 T28N, R7W, Section 30,  
 Thence South  $26^{\circ} 29'$  West to Station 2062 + 36;  
 T28N, R7W, Section 30,  
 Thence South  $29^{\circ} 29'$  West to Station 2066 + 73;  
 T28N, R7W, Section 30,  
 Thence South  $21^{\circ} 48'$  West to Station 2100 + 68;  
 T28N, R7W, Section 31,  
 Thence South  $31^{\circ} 44'$  West to Station 2186 + 81;  
 T27N, R8W, Section 1,  
 Thence South  $48^{\circ} 01'$  West to Station 2190 + 79;  
 T27N, R8W, Section 1,  
 Thence South  $58^{\circ} 57'$  West to Station 2195 + 89;  
 T27N, R8W, Section 2,  
 Thence South  $62^{\circ} 13'$  West to Station 2204 + 39;  
 T27N, R8W, Section 2,  
 Thence South  $39^{\circ} 35'$  West to Station 2214 + 03;  
 T27N, R8W, Section 2,  
 Thence South  $14^{\circ} 45'$  West to Station 2277 + 21;  
 T27N, R8W, Section 14,  
 Thence South  $15^{\circ} 17'$  West to Station 2299 + 85;  
 T27N, R8W, Section 14,  
 Thence South  $36^{\circ} 59'$  West to Station 2315 + 81;  
 T27N, R8W, Section 15,  
 Thence South  $36^{\circ} 59'$  West to Station 2321 + 80;  
 T27N, R8W, Section 15,  
 Thence South  $24^{\circ} 48'$  West to Station 2331 + 87;  
 T27N, R8W, Section 15,  
 Thence South  $25^{\circ} 08'$  West to Station 2342 + 17;  
 T27N, R8W, Section 15,  
 Thence South  $22^{\circ} 32'$  West to Station 2366 + 72;  
 T27N, R8W, Section 22,  
 Thence South  $11^{\circ} 32'$  West to Station 2379 + 46;  
 T27N, R8W, Section 22,  
 Thence South  $4^{\circ} 24'$  East to Station 2389 + 93;  
 T27N, R8W, Section 22,  
 Thence South  $37^{\circ} 17'$  West to Station 2396 + 05;  
 T27N, R8W, Section 22,  
 Thence South  $7^{\circ} 23'$  West to Station 2400 + 60;  
 T27N, R8W, Section 22,

Thence South  $23^{\circ} 18'$  West to Station 2405 + 06;  
T27N, R8W, Section 22,  
Thence South  $22^{\circ} 29'$  West to Station 2407 + 40;  
T27N, R8W, Section 22,  
~~Thence South  $22^{\circ} 29'$  West to Station 2409 + 53;~~  
~~T27N, R8W, Section 27,~~  
Thence South  $20^{\circ} 54'$  West to Station 2417 + 93;  
T27N, R8W, Section 27,  
Thence South  $12^{\circ} 09'$  West to Station 2455 + 77;  
T27N, R8W, Section 27,  
Thence South  $25^{\circ} 13'$  West to Station 2457 + 53;  
T27N, R8W, Section 27,  
Thence South  $24^{\circ} 44'$  West to Station 2463 + 43,  
T27N, R8W, Section 28,  
Thence South  $23^{\circ} 50'$  West to Station 2492 + 24;  
T27N, R8W, Section 33,  
Thence South  $50^{\circ} 09'$  West to Station 2505 + 33;  
T27N, R8W, Section 33,  
Thence South  $87^{\circ} 29'$  West to Station 2514 + 26;  
T27N, R8W, Section 33,  
Thence North  $68^{\circ} 30'$  West to Station 2519 + 49;  
T27N, R8W, Section 33,  
Thence North  $39^{\circ} 54'$  West to Station 2530 + 74;  
T27N, R8W, Section 33,  
Thence South  $33^{\circ} 23'$  West to Station 2542 + 87;  
T27N, R8W, Section 33,  
Thence South  $34^{\circ} 18'$  West to Station 2553 + 29;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 06'$  East to Station 2560 + 69;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 47'$  East to Station 2565 + 08;  
T27N, R8W, Section 32,  
Thence South  $5^{\circ} 03'$  East to Station 2574 + 16;  
T26N, R8W, Section 5,  
Thence South  $7^{\circ} 50'$  East to Station 2579 + 73;  
T26N, R8W, Section 5,  
Thence South  $8^{\circ} 08'$  East to Station 2583 + 33;  
T26N, R8W, Section 5,  
Thence South  $12^{\circ} 24'$  East to Station 2586 + 42;  
T26N, R8W, Section 5,  
Thence South  $12^{\circ} 24'$  East to Station 2595 + 51;  
T26N, R8W, Section 5,  
Thence South  $28^{\circ} 04'$  West to Station 2611 + 31;  
T26N, R8W, Section 5,  
Thence South  $40^{\circ} 11'$  West to Station 2616 + 37;  
T26N, R8W, Section 5,  
Thence South  $21^{\circ} 54'$  West to Station 2620 + 84;  
T26N, R8W, Section 5,  
Thence South  $9^{\circ} 04'$  West to Station 2629 + 49;  
T26N, R8W, Section 8,  
Thence South  $18^{\circ} 37'$  East to Station 2633 + 05;  
T26N, R8W, Section 8,  
Thence South  $7^{\circ} 23'$  West to Station 2638 + 85;  
T26N, R8W, Section 8,

THENCE South  $28^{\circ} 07'$  West to Station 2555 + 92;  
 T26N, R8W, Section 8,  
 Thence South  $36^{\circ} 31'$  West to Station 2569 + 35;  
 T26N, R8W, Section 8,  
 Thence South  $44^{\circ} 28'$  West to Station 2718 + 85;  
 T26N, R8W, Section 18,  
 Thence South  $33^{\circ} 24'$  West to Station 2730 + 47;  
 T26N, R8W, Section 18,  
 Thence South  $29^{\circ} 16'$  West to Station 2739 + 05;  
 T26N, R8W, Section 18,  
 Thence South  $43^{\circ} 28'$  West to Station 2746 + 30;  
 T26N, R8W, Section 18,  
 Thence South  $40^{\circ} 24'$  West to Station 2773 + 24;  
 T26N, R9W, Section 24,  
 Thence South  $40^{\circ} 03'$  West to Station 2841 + 06;  
 T26N, R9W, Section 25,  
 Thence South  $62^{\circ} 52'$  West to Station 2857 + 45;  
 T26N, R9W, Section 26,  
 Thence South  $76^{\circ} 14'$  West to Station 2877 + 05;  
 T26N, R9W, Section 26,  
 Thence South  $69^{\circ} 13'$  West to Station 2832 + 57;  
 T26N, R9W, Section 26,  
 Thence South  $59^{\circ} 19'$  West to Station 2890 + 50;  
 T26N, R9W, Section 26,  
 Thence South  $53^{\circ} 55'$  West to Station 2913 + 48;  
 T26N, R9W, Section 26,  
 Thence South  $53^{\circ} 27'$  West to Station 2932 + 20;  
 T26N, R9W, Section 27,  
 Thence South  $43^{\circ} 03'$  West to Station 2976 + 70;  
 T26N, R9W, Section 34,  
 Thence South  $36^{\circ} 08'$  West to Station 3035 + 00;  
 T25N, R9W, Section 8,  
 Thence South  $39^{\circ} 49'$  West to Station 3118 + 00;  
 T25N, R9W, Section 8,  
 Thence South  $40^{\circ} 46'$  West to Station 3160 + 10;  
 T25N, R9W, Section 7,  
 Thence South  $38^{\circ} 48'$  West to Station 3199 + 60;  
 T25N, R9W, Section 18,  
 Thence South  $46^{\circ} 52'$  West to Station 3229 + 11;  
 T25N, R10W, Section 13,  
 Thence South  $59^{\circ} 27'$  West to Station 3273 + 91;  
 T25N, R10W, Section 24,  
 Thence South  $36^{\circ} 54'$  West to Station 3321 + 03;  
 T25N, R10W, Section 23,  
 Thence South  $30^{\circ} 35'$  West to Station 3324 + 49;  
 T25N, R10W, Section 26,  
 Thence South  $0^{\circ} 01'$  West to Station 3356 + 09;  
 T25N, R10W, Section 26,  
 Thence South  $15^{\circ} 25'$  West to Station 3367 + 43;  
 T25N, R10W, Section 26, C. & S. R. M. and ending  
 at Station 3367 + 43.

# EXHIBIT B

LEGAL DESCRIPTION

HAVASUPAI INDIAN RESERVATION

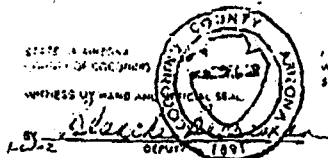
Said Right-of-Way to be approximately 7.5323 miles in length, 50 feet in width, and occupying approximately 45.9538 acres, and more particularly described and shown on the map of definite location to be attached and made a part hereof.

Beginning at Station 0+00 Long Mesa which is unsurveyed:

Thence South  $37^{\circ} 12'$  West to Station 17 + 40;  
Thence South  $45^{\circ} 26'$  West to Station 37 + 90;  
Thence South  $19^{\circ} 06'$  West to Station 53 + 40;  
Thence South  $25^{\circ} 35'$  West to Station 82 + 90;  
Thence South  $46^{\circ} 53'$  West to Station 107 + 40;  
Thence South  $0^{\circ} 26'$  West to Station 119 + 20;  
Thence South  $20^{\circ} 49'$  East to Station 130 + 70;  
Thence South  $23^{\circ} 34'$  East to Station 154 + 95;  
Thence South  $24^{\circ} 49'$  East to Station 176 + 05;  
Thence South  $39^{\circ} 35'$  West to Station 216 + 45;  
Thence South  $21^{\circ} 59'$  West to Station 228 + 04;  
Thence South  $9^{\circ} 26'$  East to Station 265 + 09;  
Thence South  $40^{\circ} 16'$  West to Station 315 + 01;  
Thence South  $53^{\circ} 59'$  West to Station 339 + 46;  
Thence South  $15^{\circ} 18'$  East to Station 372 + 71;  
Thence South  $21^{\circ} 27'$  West to Station 388 + 71;  
Thence South  $45^{\circ} 55'$  West to Station 400 + 35;

Through Section 18, and 19, Township 32 North, Range 4 West, G.S. & R.M.  
and ending at Station 400 + 35.

# EXHIBIT C



I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN COCHISE COUNTY, STATE OF ARIZONA

WELSH MUOGENG  
COCHISE COUNTY RECORDER

FILE NO. 12276  
BOOK 803 PAGE 498-50  
DATE SEP 15 1980 2 00

REQUEST OF Mohave Electric Coop  
P. O. Box 1045, Eulinead City, AZ

### POLE LINE LICENSE AGREEMENT

THIS AGREEMENT, dated September 4, 1980 between SOQUILLAS CATTLE COMPANY, an Arizona corporation, hereinafter called "Owner", and MOHAVE ELECTRIC COOPERATIVE, INC., a corporation, hereinafter called "Licensee",

#### WITNESSETH THAT:

1. DESCRIPTION OF PREMISES. Owner hereby gives to Licensee a nonexclusive license, terminable as hereinafter provided, to use, for the purposes and subject to the covenants, conditions and provisions hereinafter set forth, to each and all of which the parties hereby mutually agree, the parcel or parcels of land, hereinafter called the "premises", situated in the County of Cochise, State of Arizona, described as follows:

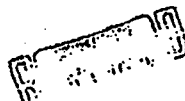
A strip of land twenty (20.00) feet in width, lying on (10.00) feet on each side of a centerline delineated in red upon the map attached hereto and made a part hereof as Exhibit A, through Sections 24, 25, 26, 27 and 28, Township 32 North, Range 5 West, G. & S. R. M.; Sections 2, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Township 31 North, Range 5 West, G. & S. R. M.; Sections 4, 8, 9, 17 and 18, Township 30 North, Range 5 West, G. & S. R. M.; and Section 24, Township 30 North, Range 6 West, G. & S. R. M. together with appurtenant areas for anchorage purposes.

*should be  
Section 21*

2. CONSIDERATION. As consideration for this license, Licensee shall pay to Owner, upon execution hereof, the sum of Two Thousand Dollars (\$2,000.00).

3. USE OF PREMISES: Licensee may use the premises for the purpose of installing, operating, maintaining, repairing, replacing and removing in and along the premises a wooden or steel pole line consisting of a single line of poles, together with necessary cross arms, wires, guys and other fittings, and for no other purposes or purposes whatever. Owner reserves the right to use, and to permit others to use, the premises for any and all purposes which do not preclude such use of the premises by Licensee and, without limiting the generality of the foregoing, reserves the right to lay, construct and install other pole lines, roads, ditches, fences, pipe lines and other facilities in, upon, across or along the premises.

4. NO WARRANTY OF TITLE-LICENSEE SUBJECT TO EXISTING RIGHTS OF OTHERS. Owner makes no warranty of title whatever. The rights of Licensee hereunder are subject to all existing rights of others in the premises, whether shown of record or not.



WITNESSETH  
GUT 3

V  
ORIC

BOOK 803 PAGE 498 T30N, 5W

22-004

5. TERM. Unless sooner terminated as herein provided, this license shall continue in effect for a period of twenty-five (25) years from the date hereof. Licensee may, at any time and from time to time by delivering a quitclaim deed to Owner, terminate this license as to all or any part or parts of the premises. This license shall in any event automatically terminate as to any part or parts of the premises along which Licensee shall not operate a pole line for a period of three (3) consecutive years.

6. ACCESS. Licensee shall be entitled to ingress and egress to and from the premises over adjoining lands of Owner only with the prior written consent of Owner, and Owner may, if it so desires, require that all of Licensee's operations hereunder be strictly confined to the premises. Acquiescence by Owner in passage by Licensee over adjoining lands of Owner shall in no event be construed as acquiescence in future passage over such lands. Whenever Licensee finds it necessary to make an opening in any fence of Owner now or hereafter crossing the premises, Licensee shall immediately install and thereafter maintain in such opening a gate or a cattle guard (as Owner may specify) of a type approved by Owner. All gates in fences of Owner shall be kept closed at all times except when necessarily open for actual passage.

7. INSTALLATION OF POLE LINE. The location of all poles and guys shall be subject to the prior written approval by Owner. All wire strung over or across the premises shall at all points have a clearance of at least eighteen (18) feet above the surface of the ground. All holes and other excavations made by Licensee upon the premises at any time shall be backfilled as soon as practicable and the surface of the ground restored to a contour and condition satisfactory to Owner. All trees, brush and underbrush cut by Licensee shall be promptly removed and disposed of by Licensee.

8. MAINTENANCE. Licensee shall at all times maintain the pole line in a safe and sound condition of repair and in conformity with any and all applicable laws, ordinances, rules, regulations, requirements and orders of the national, state, county or municipal governments.

9. RELOCATION. Whenever Owner by written notice to Licensee shall require that all poles and other equipment installed by Licensee be removed from the premises or any specified part thereof and relocated either temporarily or permanently (as Owner shall specify) between the same terminal points upon other land of Owner described in such notice, then Licensee shall at its own risk and expense promptly comply with such notice and restore the surface of the ground from which such removal is made to a contour and condition satisfactory to Owner. Pursuant to the completion of any permanent relocation pursuant to such notice this license shall terminate as to the part of the premises from which the poles and other equipment are so removed, and whenever a description of the land upon which such poles and other equipment are so relocated is affixed to this instrument and duly executed by both parties, then this license and each and all of the provisions hereof shall attach and apply to such land so described.

10. TAXES. Licensee shall pay when due all taxes and assessments levied or assessed against or referable to the pole line or its rights hereunder, and Licensee shall reimburse Owner for any sums paid by Owner to protect its title from the lien of any such tax or assessment.

11. **INDEMNIFICATION.** Licensee shall use the premises at its own sole risk. If Licensee shall at any time damage or destroy any growing crop or any other pole line, fence, pipe line, ditch, road, building or other improvement or any other personal property in connection with its operations hereunder, it shall promptly pay to the owner thereof the full amount of damage thereto. Neither Owner nor any of its subsidiaries or affiliated companies shall be liable for any injury or death of any person or persons or damage to or destruction of any property arising out of or in connection with, either in whole or in part and whether directly or indirectly, the existence or use of the pole line or any operations by or on behalf of Licensee hereunder; and Licensee agrees to indemnify Owner, its subsidiaries and affiliated companies against and hold them free and harmless of any claims, demands, costs, losses, damages or liability on account of any such injury or death of any person or persons or damage to or destruction of property. Licensee shall keep the premises free of any liens arising out of Licensee's holding of this license or its operations hereunder. Licensee shall at once notify Owner of all such claims or demands or the attaching of any such lien.

12. **QUITCLAIM AND RESTORATION OF THE PREMISES UPON TERMINATION.** In the event this license shall terminate in any manner as to all or any part of the premises, such termination shall not relieve Licensee from any obligation or liability theretofore accrued hereunder, nor prejudice or in any way affect the right of Owner to enforce any rights or remedies it may have had before such termination. Upon any such termination Licensee shall promptly execute, acknowledge and deliver to Owner a good and sufficient quitclaim deed of its rights hereunder in and to the land on which such termination applies and Licensee shall at once surrender to Owner such possession as Licensee may have under this license in such land; provided, however, that immediately after such termination Licensee shall remove from such land any and all poles, wires and other equipment installed under this license in or on such land by Licensee and shall restore such land to a contour and condition satisfactory to Owner, for which purposes Licensee may enter upon such land for a period of three (3) months from and after such termination. If Licensee shall fail within such period of three (3) months to complete such removal of such poles, wires and other equipment and such restoration of such land, then all such poles, wires and other equipment remaining in or on such land shall be and become the property of Owner absolutely, and Owner at its option may leave the same in their then location or may remove them and restore the ground at the sole expense of Licensee, and in addition, if it so desires, Owner may dispose of such poles, wires and other equipment at the sole expense of Licensee; provided, however, that if Owner should (although in no way obligated to do so) realize any proceeds from such disposition, such proceeds shall be applied to the expense of such removal, restoration and disposition, relieving Licensee of liability therefor pro tanto, and any balance after such expense is fully paid may be retained by Owner. Owner shall not be liable or in anywise responsible for any damage or loss resulting to Licensee from such removal, restoration or disposition, and Licensee shall pay to Owner upon demand the entire cost and expense to Owner of such removal, restoration and disposition, less any proceeds of such disposition.

13. **DEFAULT BY LICENSEE.** Licensee agrees that it will keep, perform and observe all the covenants, conditions and provisions of this agreement on its part to be kept, performed and observed. In addition to any other remedies available to Owner, in the event Licensee shall fail to keep, perform and observe any covenant, condition or provision of this agreement, and such failure shall continue for a period of ten (10) days after written notice thereof given by Owner to Licensee, then Owner may at its option by further written notice to Licensee, terminate this license and all rights and interest

of Licensee hereunder. Licensee shall pay upon demand all costs and expenses (including attorneys' fees in a reasonable amount) incurred by Owner to enforce any of the covenants, conditions and provisions of this agreement, or to dispossess Licensee, irrespective of whether or not court action shall be brought. All amounts of money payable by Licensee to Owner hereunder, if not paid when due, shall bear interest from due date until paid at the rate of nine percent (9%) per annum, compounded semiannually.

14. NO WAIVER-NOTICES. The use of paragraph headings in this agreement is solely for convenience, and they shall be wholly disregarded in the construction of this agreement. The waiver by Owner of any breach by Licensee of any provision of this agreement shall not be or be deemed to be a waiver of such provision, or a waiver of any other prior or subsequent breach thereof, or a waiver of any breach of any other provision of this agreement. Any notice or demand by either party to the other in connection with this agreement shall be deemed to be fully given or made when written and deposited in a sealed envelope in the United States mail, registered or certified and postage prepaid, and addressed to the party to whom given at the address specified opposite its signature to this agreement. Either party may change its address by giving the other party written notice of its new address as herein provided.

15. ASSIGNMENTS. This agreement shall bind and inure to the benefit of the respective heirs, administrators, executors, successors and assigns of the parties hereto; provided, however, the Licensee shall not assign or otherwise transfer this license or any of Licensee's rights hereunder, either voluntarily or involuntarily or by operation of law, without the prior written consent of Owner, and any assignment or other transfer or attempted assignment or other transfer contrary to the provisions hereof shall be absolutely null and void and of no effect whatever. In the event of any such assignment or other transfer or attempted assignment or other transfer contrary to the provisions hereof, Owner may terminate this license at once by giving written notice to Licensee.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first hereinabove written.

Address:

P.O. Box 9380  
Eakersfield, CA 93389  
Attn: Property Titles

BOUQUILLAS CATTLE COMPANY

By [Signature] Vice President

and by [Signature] Assistant Secretary

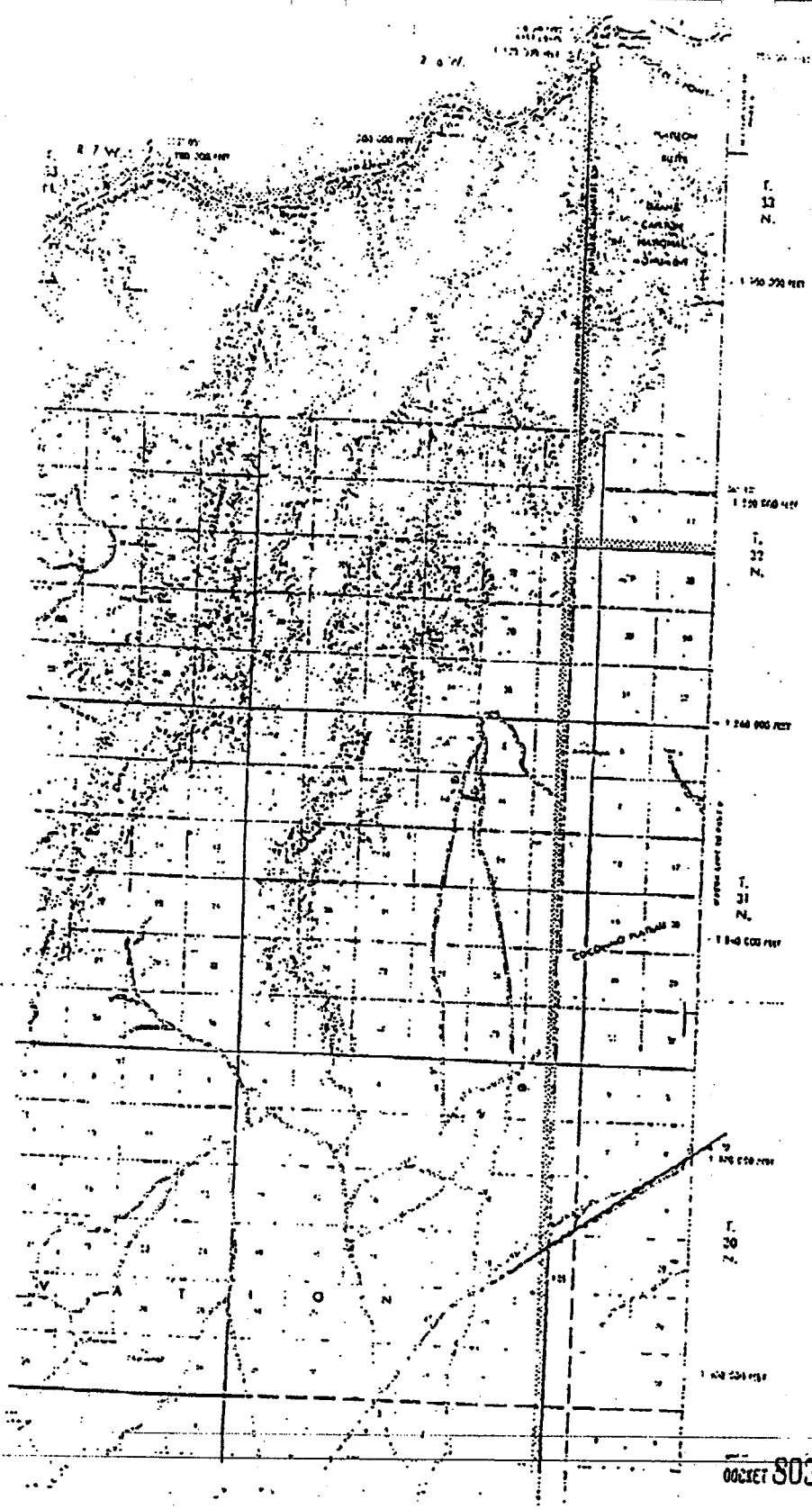
Address:

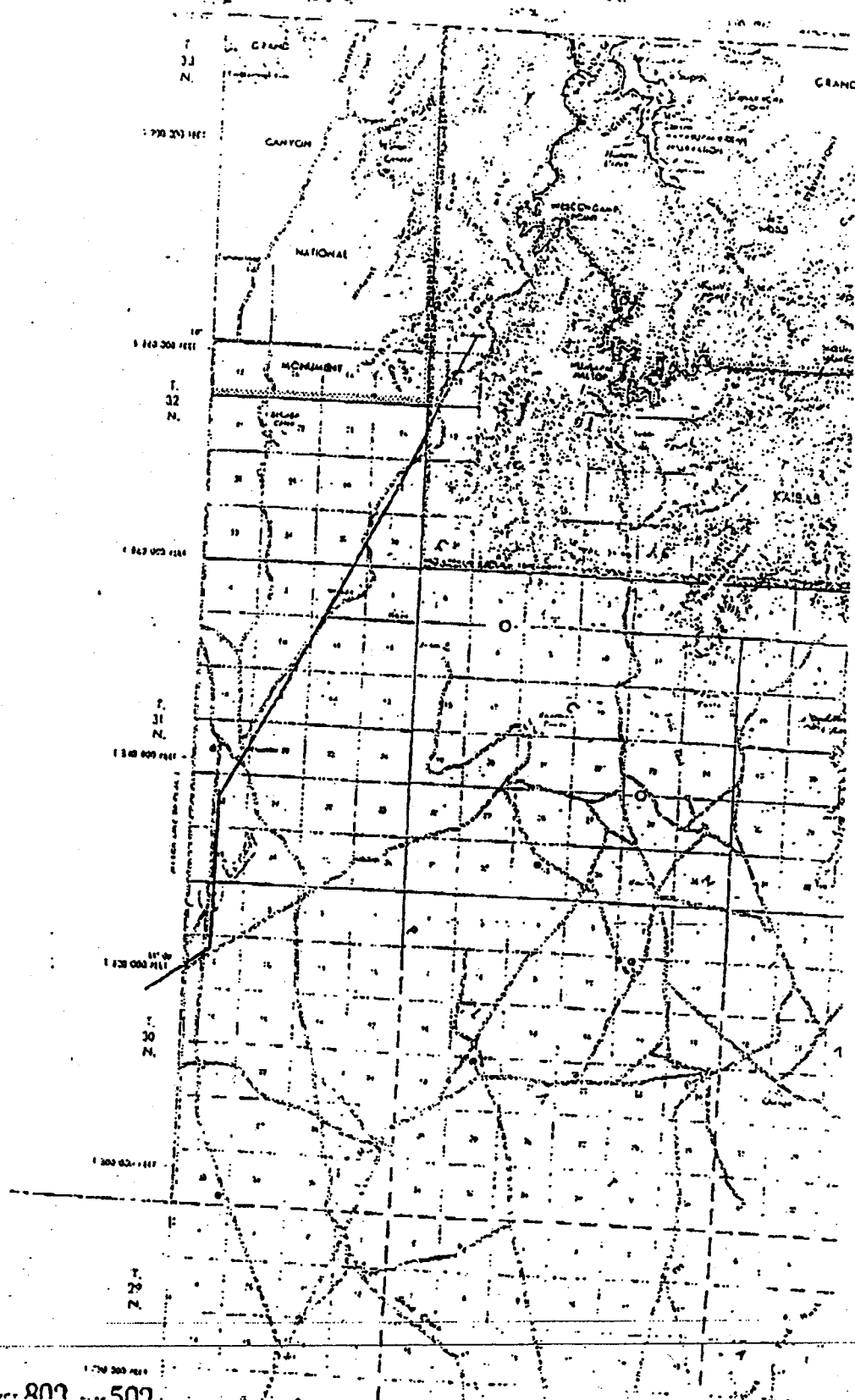
P.O. Box 1045  
Bullhead City, AZ 86430

MOHAVE ELECTRIC COOPERATIVE, INC.

By [Signature] President

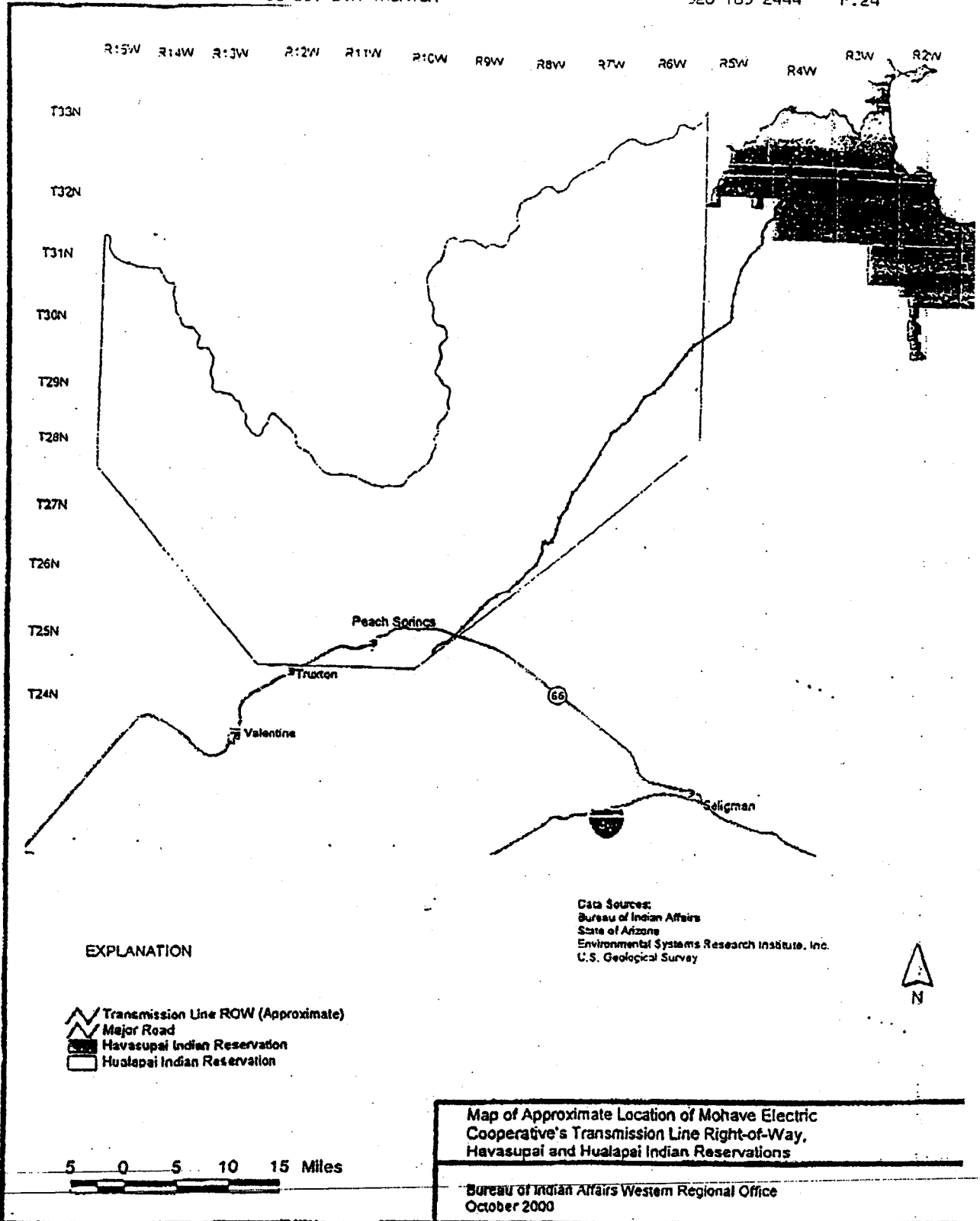
and by [Signature] Secretary





# EXHIBIT D

(FOR ILLUSTRATIVE PURPOSES ONLY)



**17**



P.O. Box 1045, Bullhead City, AZ 86430

July 23, 2003

TCIA - Department of the Interior - BIA  
Truxton Canyon Agency  
P. O. Box 37  
Valentine, Arizona 86437

*Mygubulb  
7/28/03*

Re: Account # 451-55; Meter No. 61-718-916

Dear Sir:

Currently, all your electricity flows over lines transferred, together with meters, to the Bureau of Indian Affairs ("BIA"), the Hualapai and Havasupai Tribes. Your retail electric service has been transferred to the BIA as the only entity authorized to deliver retail electric service to you on tribal lands. To assist in the transition, Mohave Electric will credit your account and the BIA with sixty (60) days of electric service based on your usage. The BIA will be responsible to read the meters and bill you on your future bills for electric service. You will not receive any additional bills from Mohave Electric. Also, as noted, you will be credited with the amount of your usage for the next sixty (60) days. Subsequently, the BIA will be responsible for your electric service and will invoice you for future service. There will be no service interruption. Currently, all the meters and facilities necessary to continue service uninterrupted have been transferred to the ownership and control of the BIA and the Hualapai and Havasupai tribes. The only change you will notice is that Mohave Electric will no longer read the meters, and service calls will be directed to the BIA, Truxton Canyon Agency, Valentine Arizona (phone 928/769-2286) which is experienced and already operates an existing retail electric utility service on Tribal land. In addition, you may also contact me directly with any questions you have regarding this change (phone 928/763-4115).

Sincerely,

Mohave Electric Cooperative

By

*Stephen McArthur*  
Stephen McArthur, Comptroller

cc: General Counsel  
Arizona Corporation Commission  
File  
BIA  
Hualapai Tribe  
Havasupai Tribe

10101 P.03



electric cooperative  
A Touchstone Energy® Cooperative

P.O. Box 1045, Bullhead City, AZ 86430

July 23, 2003

Department of the Interior  
Truxton Canyon Agency  
P. O. Box 37  
Valentine, Arizona 86437

Re: Acct. # 29740-001 - Meter # 86-549-384

Dear Sir:

Currently, all your electricity flows over lines transferred, together with meters, to the Bureau of Indian Affairs ("BIA"), the Hualapai and Havasupai Tribes. Your retail electric service has been transferred to the BIA as the only entity authorized to deliver retail electric service to you on tribal lands. To assist in the transition, Mohave Electric will credit your account and the BIA with sixty (60) days of electric service based on your usage. The BIA will be responsible to read the meters and bill you on your future bills for electric service. You will not receive any additional bills from Mohave Electric. Also, as noted, you will be credited with the amount of your usage for the next sixty (60) days. Subsequently, the BIA will be responsible for your electric service and will invoice you for future service. There will be no service interruption. Currently, all the meters and facilities necessary to continue service uninterrupted have been transferred to the ownership and control of the BIA and the Hualapai and Havasupai tribes. The only change you will notice is that Mohave Electric will no longer read the meters, and service calls will be directed to the BIA, Truxton Canyon Agency, Valentine Arizona (phone 928/769-2286) which is experienced and already operates an existing retail electric utility service on Tribal land. In addition, you may also contact me directly with any questions you have regarding this change (phone 928/763-4115).

Sincerely,

Mohave Electric Cooperative

By

  
Stephen McArthur, Comptroller

cc: General Counsel  
Arizona Corporation Commission  
File  
BIA  
Hualapai Tribe  
Havasupai Tribe

*McArthur  
7/28/03*

**18**



P.O. Box 1045, Bullhead City, Arizona 86430

*My husband*  
*8/18/03*

August 7, 2003

Ms. Louise Benson, Chairperson  
Hualapai Nation  
Post Office Box 179  
Peach Springs, Arizona 86434

Mr. Don Watahomigie, Chairman  
Havasupai Nation  
Post Office Box 10  
Supai, Arizona 86435

Mr. Robert R. McNichols, Superintendent  
Bureau of Indian Affairs  
Truxton Canyon Agency  
Post Office Box 37  
Valentine, Arizona 86437

RECEIVED  
AUG 10 2003  
BIA Truxton Canon  
Valentine, AZ

Re: Description of Counts and Properties Transferred to Joint Ownerships

Dear Ladies and Gentlemen:

The following is a description of the accounts and facilities that are now owned by your entities, as your interests may be established.

The attached listings sets forth the account numbers, the name, the location, the description of the facility, the serial number and the meter number.

Very truly yours,  
Mohave Electric Cooperative

By   
General Counsel

Enclosure: Complete List of Accounts, Facilities, and Identification of Facilities;  
Copy of Quit Claim Deed

cc: Mohave Electric Cooperative (w/o Enclosure)

Account # 63626-000  
Arizona Telephone Company  
500' South Havasupai Tribal Electric Syste  
near 8th pole South of H-Frame  
Long Mesa Tower  
Allis Chalmers 15 Kva  
S/N# 3800523  
Meter # 87476817

Account # 44567-003  
Diamond A Ranch  
Camp 16 Supai Line  
Ermco 15 Kva  
S/N# 59907005790  
Meter # 96866745

Account # 29740-001  
Department of Interior  
Fire Tower - Supai Road  
Thorton Tower  
Westinghouse 15 Kva  
S/N# 83A440266  
Meter # 86549384

Account # 896-084  
Hualapai Tribal Council  
Hunters Building - Youth Camp  
15 Kva (Plate missing)  
Meter # 95245102

Account # 896-084  
Hualapai Tribal Council  
Lake Circulation Pump  
Youth Camp Pond  
B & B 10 Kva  
S/N# 86NH104-026  
Meter # 88058929

Account # 896-060  
Hualapai Tribal Council  
Frazier Wells Pump  
Well #1  
Howard 15 Kva  
S/N# 92244-4484  
Westinghouse 15 Kva  
S/N# 81A271882  
Meter # 93703033

Account # 896-073  
Hualapai Tribal Council  
Frazier Wells Pump 2  
Well # 2  
Ermco 15 Kva  
S/N# 3924931238  
Ermco 15 Kva  
S/N# 3924931233  
Ermco 15 Kva  
S/N# 3924931257  
Meter # 01365750

Account # 896-100  
Hualapai Tribal Council  
Water Well T28N R7W  
Fish Pond  
Transformers (see above)  
Meter # 01684104

Account # 28135-001  
Bravo, W C  
Supai Line near Frazier Wells  
RTE 10 Kva  
SN# 4303728  
Meter # 95528410

Mile Post 32  
Recloser  
NS5-25

Account # 451-055  
TCIA - Department of Interior - BIA  
Long Mesa Radio Repeater Site  
Long Mesa End  
Cooper 5 Kva  
S/N# 9902093970  
Meter # 61718916

Account # 896-027  
Hualapai Tribal Council  
Pump at Tank Well  
Well site Nelson Road  
Ermco 10 Kva  
S/N# 30107311444  
Meter # 97298158

Account # 44561-006  
Cabin on Nelson Road  
Ermco 10 Kva  
SN# 30107311428  
Meter # 57788387

19

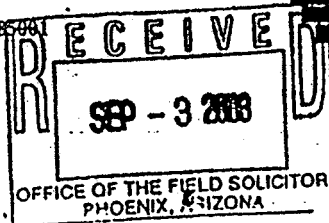


United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WESTERN REGIONAL OFFICE  
P.O. BOX 10  
PHOENIX, ARIZONA 85001



IN REPLY  
REFER TO:

Office of the Regional Director  
(602) 379-6600  
Fax: 379-4413



September 2, 2003

CERTIFIED MAIL #7001 2510 0004 6401 3244 - RETURN RECEIPT REQUESTED

Mr. Robert Broz  
Chief Executive Officer  
Mohave Electric Cooperative, Inc.  
P.O. Box 1045  
Bullhead City, Arizona 86430

RE: Mohave Electric's Nelson-Long Mesa Line

Dear Mr. Broz:

We have received Mr. Curtis' letter dated August 7, 2003, and the copy of the "Notice of Quit Claim, Conveyance and Assignment of Interest" dated July 22, 2003, enclosed with that letter by which Mohave Electric purports to quit claim, convey and assign all of its interests in the power line from the Nelson Substation to the Long Mesa Power Transformer, together with associated rights-of-way and other interests (collectively, the "Nelson-Long Mesa Line,") to the Department of the Interior, the Bureau of Indian Affairs, the Hualapai Tribe and the Havasupai Tribe.

A deed purporting to convey an interest in real property does not vest title in the grantee until it is accepted by the grantee. *Morelos v. Morelos*, 129 Ariz. 354, 356 (Ct. App. 1981), rehg. denied; *Roosevelt Savings Bank of City of New York v. State Farm Fire and Casualty Co.*, 27 Ariz. App. 522, 524 (Ct. App. 1976). Therefore, Mohave Electric's unilateral recording and attempted delivery of this quit claim deed does not convey any of Mohave Electric's interests in the Nelson-Long Mesa Line unless and until the Department and the Bureau of Indian Affairs accept it. At this time, the Department and Bureau of Indian Affairs have not yet determined whether they will or will not accept Mohave Electric's quit claim and conveyance of the Nelson-Long Mesa Line. A determination will not be made until review of the matter is completed.

Moreover, pursuant to A.R.S. § 40-285(A), as a public service corporation Mohave Electric is precluded from selling, leasing, assigning, mortgaging or otherwise disposing of its interests in the Nelson-Long Mesa Line without first securing an appropriate authorizing order from the Arizona Corporation Commission.

Therefore, Mohave Electric remains the owner of all its interests in the Nelson-Long Mesa Line at the present time. Accordingly, we fully expect that Mohave Electric will continue to provide electric power service to all customers served by the Nelson-Long Mesa Line and to the Bureau of Indian Affairs without interruption, and to operate and maintain the line and all associated facilities, in accordance Arizona law and Mohave Electric's existing obligations.

Sincerely,

**WAYNE C. NORDWALL**

Wayne C. Nordwall  
Western Regional Director

cc: Phoenix Field Solicitor  
Superintendent, Truxton Canon Field Office

**20**



United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WESTERN REGIONAL OFFICE  
P.O. BOX 10  
PHOENIX, ARIZONA 85001



IN REPLY  
REFER TO:

Branch of Land and Water Resources  
(602) 379-6789

SEP 12 2003

VIA CERTIFIED MAIL #7000 0600 0023 5995 5492 - RETURN RECEIPT REQUESTED

Mr. Robert Broz  
Chief Executive Officer  
Mohave Electric Cooperative, Inc.  
P.O. Box 1045  
Bullhead City, AZ 86430

RE: Mohave Electric's Nelson-Long Mesa Line

Dear Mr. Broz:

This letter follows up on our letter to you dated September 2, 2003, and gives our further response to Mr. Curtis' letter dated August 7, 2003, and to the "Notice of Quit Claim, Conveyance and Assignment of Interest" dated July 22, 2003, by which Mohave Electric purports to quit claim, convey and assign all of its interests in the power line from the Nelson Substation to the Long Mesa Power Transformer, together with associated rights-of-way and other interests (collectively, the Nelson-Long Mesa Line), to the Department of the Interior (Department), the Bureau of Indian Affairs (BIA), the Hualapai Tribe and the Havasupai Tribe. In particular, our September 2, 2003, letter stated that the Department and BIA would determine whether they would or would not accept Mohave Electric's quit claim and conveyance of the Nelson-Long Mesa Line following review of the matter. That review is now complete.

The Department and the BIA have determined that they do not accept Mohave Electric's purported quit claim deed. Consequently, under Arizona law as cited in our September 2, 2003, letter, Mohave Electric's purported quit claim, conveyance and assignment of its interests in the Nelson-Long Mesa Line is void and of no effect. Therefore, Mohave Electric continues to own all interests in the Nelson-Long Mesa Line described in the purported quit claim deed.

In addition, the Department and the BIA reject Mohave Electric's attempt to disclaim all responsibility for the ongoing operation and maintenance of the Nelson-Long Mesa Line, and for the provision of electric power service to the customers and accounts served by the Line, including those identified in Mr. Curtis' August 7, 2003, letter. In addition, through the Nelson-Long Mesa Line, Mohave Electric delivers power to the BIA at Long Mesa substation on the Havasupai Reservation which the BIA in turn distributes to approximately 160 customers in

Supai Village at the bottom of the canyon. Any interruption of power service by Mohave Electric on the Nelson-Long Mesa Line would cause very serious consequences for the entire Supai Village community. Pursuant to Arizona statute A.R.S. § 40-285(A) and ongoing contractual obligations, Mohave Electric is responsible for continuing to provide uninterrupted power service to all its customers along the Nelson-Long Mesa Line and to operate and maintain the Line, which it still owns.

We understand that on or about July 23, 2003, Mohave Electric sent notices to its customer accounts on the Nelson-Long Mesa Line, including the BIA-Truxton Cañon Agency, giving the customers the erroneous information that their retail electric service had been transferred to the BIA and that, in the future, the BIA would be responsible for their electric service and for reading meters and billing customers. Because Mohave Electric continues to own and be responsible for the Nelson-Long Mesa Line, and for providing service to its customers, these statements are clearly untrue and misleading. Therefore, we must insist that Mohave Electric immediately notify all affected customers that the previous notice was incorrect and that Mohave Electric will continue to be responsible for providing their electric power, and for meter reading and billing.

The Department and the BIA are diligently reviewing the complex issues associated with the Nelson-Long Mesa Line and are dedicated to finding a resolution that will assure the future supply of reliable, affordable electric power for users on the Havasupai Reservation and Hualapai Reservation. At the present time, however, Mohave Electric has a continuing obligation to own, operate, and maintain the Nelson-Long Mesa Line and to provide electric power service to all its customers served by the line, and to the BIA at Long Mesa Power Transformer for transmission to Supai Village. If Mohave Power ceases to provide full and uninterrupted service to all customers served by the Nelson-Long Mesa Line and to the BIA, or ceases to operate and maintain the line and all associated facilities, the Department and the BIA will have no choice but to initiate proceedings before the Arizona Corporation Commission or another appropriate forum to secure Mohave Power's compliance with its existing legal and contractual duties.

Sincerely,

**Wayne Northwall**  
Regional Director

cc: Phoenix Field Solicitor  
Superintendent, Truxton Canon Field Office

**21**

**MEC/UNSE/APS - OPERATIONS PROTOCOL  
INTER-COMPANY RESPONSES TO  
14.4/24.9KV LINE FROM NELSON SUBSTATION THROUGH  
SUPAI VILLAGE**

**Dated November 13<sup>th</sup>, 2007**

- Preamble:** The intent of the Parties to this Operations Protocol is to provide assistance upon request to the BIA during electrical outages that occur on the Hualapai and Havasupai Reservations. The Parties also agree to consider when resources are available requests for preventive maintenance services for facilities on the reservations.
- Purpose:** The purpose of this protocol is to define the scope, responsibilities, and expectations of the various companies' coordinated responses to a request by the Bureau of Indian Affairs (BIA) to respond to an unplanned outage on the 14.4/24.9KV overhead electrical system from Nelson Substation to the site of the previous Long Mesa Substation including any laterals, and the BIA Havasupai overhead and underground electrical system that serves Supai Village as depicted on Attachment Exhibit A (Subject System).
- For Use By:** Mohave Electric, UNS Electric, Inc. and Arizona Public Service employees involved in the restoration of an unplanned outage within the Subject System.
- Scope:** This protocol is intended to outline the general responsibilities for each company in an effort to expedite timely restoration of electrical service on the Subject System once notified of an unplanned outage. Nothing in this protocol authorizes or requires, or should be construed to authorize or require, Arizona Public Service Company, Mohave Electric Cooperative, Inc., or UNS Electric, Inc. to act in any manner contrary to state or federal law, including but not limited to the rules, regulations and orders of the Arizona Corporation Commission. In the event there is a future conflict between the duties and obligations of the parties under this protocol and state and federal law, including and not limited to the rules, regulations and orders of the Arizona Corporation Commission, the parties shall amend such mutual aid protocol to comply with such requirements.
- Definitions And Acronyms:**
1. **BIA** – Bureau of Indian Affairs, Truxton Canon Agency
  2. **MEC** – Mohave Electric Cooperative, Inc.
  3. **UNSE** – UNS Electric, Inc.
  4. **APS** – Arizona Public Service Company
  5. **Load Serving Entity** – Mohave Electric Cooperative or its successor
  6. **Responder** – MEC or APS or UNSE
  7. **Clearance** – A Clearance is an action by a Responder to take a unit or plant equipment out of service for inspection, maintenance or repair work and to make all necessary preparations so that work can be done with safety to personnel and equipment. A Clearance guarantees that the unit of equipment will not be put into service while personnel are working on it and that no change will be made in the conditions under which the job is being done. A Clearance guarantees that the circuit or equipment will remain in the condition stated until released by the person having the Clearance. All equipment will be tagged.

8. **Visual Open** – Lines or equipment shall be considered energized at all times until a Clearance has been issued and grounds placed. All switching devices at sources of power supply shall be checked open, locked (when possible), and tagged before issuing Clearances. Grounding devices shall then be placed on lines or other equipment. All equipment will be tagged.
9. **Release of Clearance** – A "Release of Clearance" is a statement by an existing Clearance Holder releasing ownership and responsibility of that Clearance back to the recognized Load Serving Entity with the understanding that work is complete, all personnel are in the clear, and all shorts and grounds are removed.
10. **Responder(s)** – Any or all of the three (3) companies who participate in this Operations Protocol in response to and/or correction of a specific unplanned outage within the Subject System.

**Facilities and Access to the Subject System:**

MEC has installed a three-phase breaker and three inline switches (defined here as "Switches") to create an open point for clearance purposes. Responders may use the Switches to create a clearance open point after informing MEC Operations of the intent to do so. Once the Responder opens the Switches, it shall follow its company safety rules by locking and tagging the switches and becoming the Holder of the Clearance. No other entity is authorized to operate the locked and tagged Switches except the Holder of the Clearance.

**Responsibilities**

**And Expectations:** Requests for assistance by the BIA shall occur in the following order: 1) MEC; 2) UNSE; and 3) APS.

**MEC:**

1. The Load Serving Entity (MEC or its successor) for the BIA from the Nelson Substation is the single point of initial contact for the BIA (Customer) in requesting response to unplanned outages within the Subject System using the contact numbers(s) identified in Attachment "B". and is the Primary first contact for the Customer in the event of an unplanned outage.
2. When contacted and authorized by the BIA, if compatible with current workload, MEC employees will expeditiously identify the location and extent of any unplanned outage and its probable cause. When contacted and authorized by the BIA, MEC Operations personnel shall, if compatible with current workload, expeditiously patrol the Subject System to identify the outage location and probable cause, damage extent, and create a materials list of items necessary to restore power and advise BIA.
3. MEC crews will respond to the outage location in the Subject System and remedy the outage condition, if compatible with current workload, resources, and demands on the MEC system.

4. If the current workload is not compatible with responding to either locate or remedy the outage conditions and MEC employees are therefore unable to respond to determine the trouble and its location and extent within the Subject System, or if MEC crews are unable for conditions on the MEC system to respond to locate or remedy the outage conditions, MEC Operations shall as is the current practice immediately notify the BIA to notify UNSE Operations using the contact number(s) identified in Attachment "B".
5. MEC personnel when responding shall establish any safe working clearances and visual opens necessary to provide safety to personnel working within the Subject System. If required, personal protective grounds as well as other related safeguards shall be installed by MEC crews to ensure the safety of MEC crews and the public.
6. Upon completion of repairs, MEC personnel will request BIA approval and permission to re-energize the System.
7. MEC personnel shall release clearances and remove of all grounds and before re-energizing the system.
8. MEC shall track all materials provided by MEC separately from all materials, labor, and services procured by, or provided by, UNSE or APS to expeditiously affect repairs.
9. MEC personnel shall invoice the BIA for all expenses incurred by MEC.

**UNSE:**

1. UNSE personnel shall have access to the Switches to provide safety to personnel working within the Subject System. If required, personal protective grounds as well as other related safeguards shall be installed by UNSE crews to ensure the safety of UNSE crews and to the public.
2. Understanding when contacted by the BIA that MEC has been contacted and is unable to respond, UNSE employees, if compatible with current workload, will expeditiously identify the location and extent of any unplanned outage and its probable cause. When contacted by the BIA, UNSE Operations personnel shall, if compatible with current workload, expeditiously patrol the Subject System to identify the outage location and probable cause, damage extent, and create a materials list of items necessary to restore power and advise BIA.
3. Upon completion of repairs, UNSE personnel using the Switches or otherwise shall remove all grounds and issue Release of Clearance if necessary before re-energizing.
4. If current UNSE workload is not compatible with responding to either locate or repair the system located within the Subject System, UNSE personnel shall immediately call APS Operations at the number(s) identified in Attachment "B" who shall respond in accordance with APS/UNSE standing Mutual Assistance commitments.
5. Upon completion of repairs, UNSE personnel will request BIA approval and permission to re-energize the System.
6. UNSE personnel shall release clearance and remove of all grounds and before re-energizing the system.

7. UNSE shall invoice the BIA for all expenses incurred by UNSE.
8. UNSE personnel shall track all materials, labor, and services procured by UNSE to expeditiously affect repairs.

**APS:**

1. If it has been developed, when contacted by UNSE, APS personnel shall obtain from BIA or MEC or UNSE outage location, damage extent, probable cause and materials list information.
2. If contacted by UNSE to provide locating service for the Subject System's unplanned outage, APS Operations personnel shall, if compatible with current workload, expeditiously patrol the Subject System to identify the outage location, extent of the damage, and probable cause, and create a materials list of items necessary to restore power.
3. APS shall contact UNSE personnel to obtain the necessary appropriately rated equipment and materials to make repairs to the 14.4/24.9KV system. APS shall track all materials provided by UNSE separately from all materials, labor, and services procured by, or provided by, APS to expeditiously affect repairs.
4. APS crews shall expeditiously respond to and effect repairs in the Subject System. Depending upon current workload, first preference is to send a crew from the William's dock (backfilled by Flagstaff) followed by the Flagstaff, Prescott, Verde and Western docks in that order.
5. APS personnel shall have access to and control of the Switches previously described and shall establish any safe working clearances and visual opens necessary to provide safety to personnel working within the Subject System. If required, personal protective grounds as well as other related safeguards shall be installed by APS crews to ensure the safety of APS crews and the public.
6. Upon completion of repairs, APS personnel will request BIA approval and permission to re-energize the System.
7. APS personnel shall release clearance and remove all grounds before re-energizing the system.
8. APS shall invoice the BIA for all expenses incurred by APS.

**Responder(s):**

1. Responders shall contact BIA Facilities Manager:
  - a. to obtain permission to enter reservation lands when necessary.
  - b. to obtain for Canyon work access to the BIA's contract helicopter service should patrol, restoration or materials/equipment drop-off within the canyon be necessary.

- c. to obtain for Canyon work permission for a chartered helicopter to access Supai Nation airspace when the BIA's contract helicopter service is not adequate or is not available.
  - d. to obtain for Canyon work access to mobile equipment (e.g. backhoe) located within the canyon.
2. Once restoration activities have been completed in Canyon, APS, MEC or UNSE shall place a call to BIA-Truxton Canon Agency Facilities Manager (see number(s) in Attachment "B") to report power restoration and determine if additional outages remain for correction in Canyon. The first Responder will place the call to the BIA.

ARIZONA PUBLIC SERVICE COMPANY

By [Signature]  
Name JAN BENNETT  
Its SR VP ENERGY DELIVERY

MOHAVE ELECTRIC COOPERATIVE, INC.

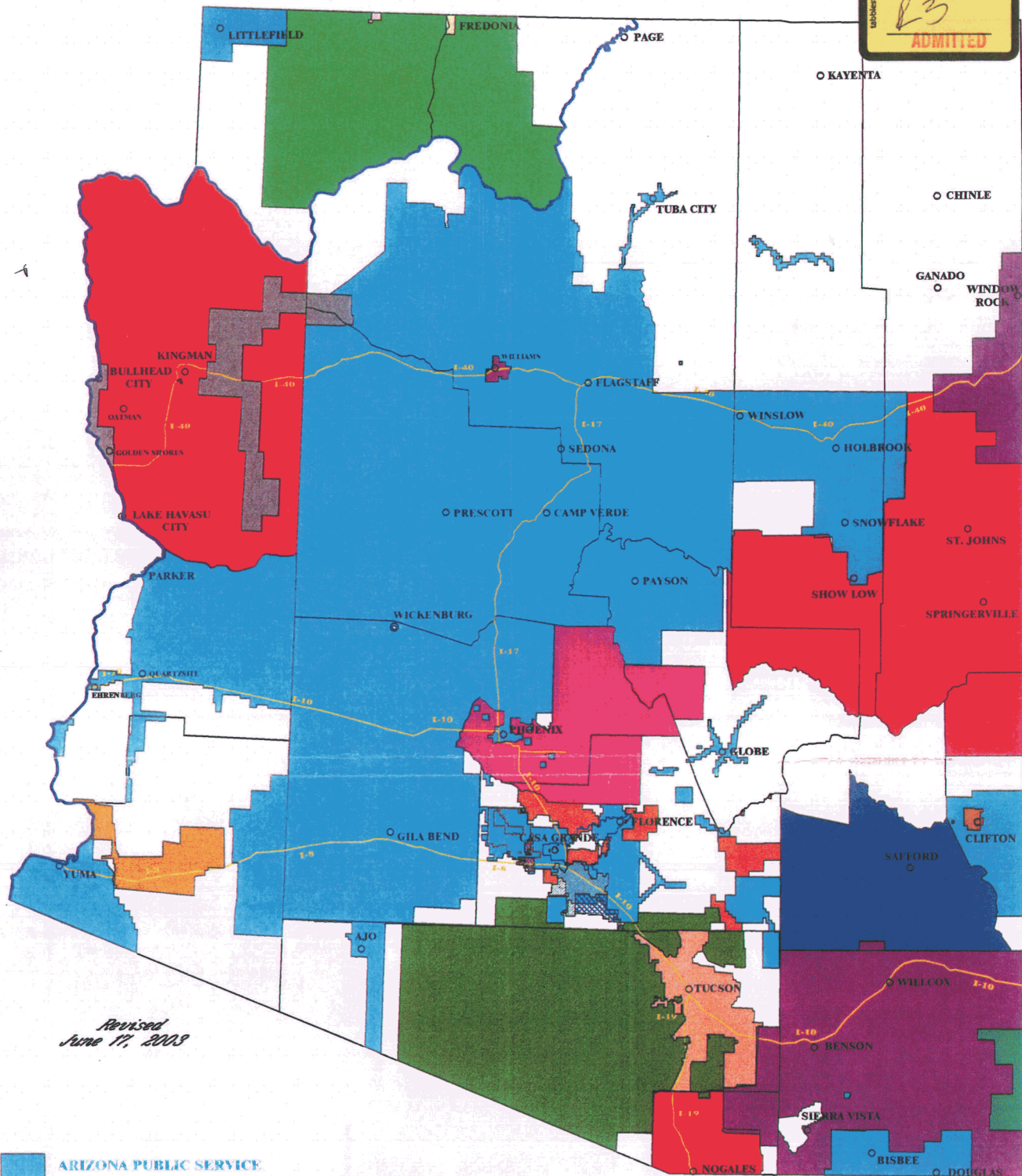
By [Signature]  
Name Thomas Langston  
Its Manager of Operations & Engineering

UNS ELECTRIC, INC.

By [Signature]  
Name BILL DE JULO  
Its TRANSMISSION & DISTRIBUTION MANAGER

beviset bns beviset





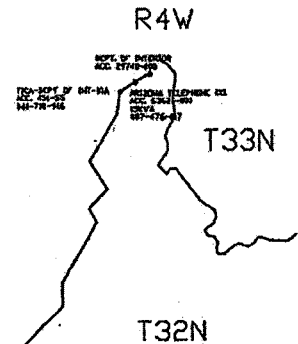
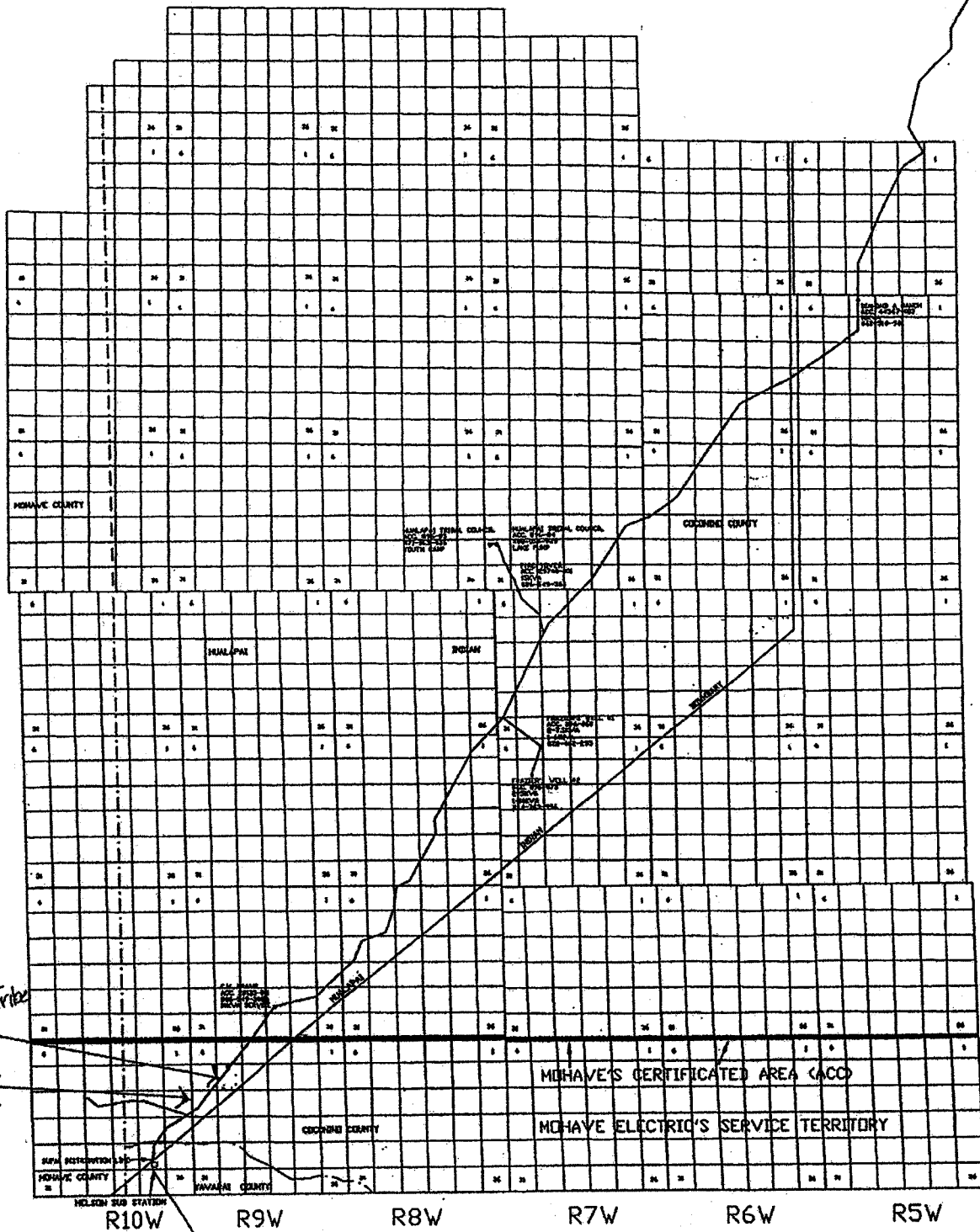
*Revised  
 June 17, 2003*

- |   |  |   |
|---|--|---|
| ARIZONA PUBLIC SERVICE                        | ELECTRIC DISTRICT NO. 1                  | MORENCI WATER & ELECTRIC                          |
| UNISOURCE ENERGY SERVICES                     | ELECTRIC DISTRICT NO. 2                  | NAVOPACHE ELECTRIC CO-OP                          |
| CITY OF FREDONIA                              | ELECTRIC DISTRICT NO. 3                  | SALT RIVER PROJECT                                |
| CITY OF WILLIAMS                              | ELECTRIC DISTRICT NO. 4                  | SAN CARLOS IRRIGATION                             |
| COLORADO CITY                                 | ELECTRIC DISTRICT NO. 5                  | SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE, INC. |
| COLUMBUS ELECTRIC CO-OP                       | GARKANE POWER ASSOCIATION                | TRICO ELECTRIC COOPERATIVE                        |
| CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC. | GRAHAM COUNTY ELECTRIC COOPERATIVE, INC. | TUCSON ELECTRIC POWER                             |
| DIXIE ESCALANTE RURAL ELECTRIC ASSOCIATION    | MOHAVE ELECTRIC COOPERATIVE              | WELLTON MOHAWK                                    |
| DUNCAN VALLEY ELECTRIC COOPERATIVE, INC.      |  |   |

# STATE OF ARIZONA - ELECTRIC

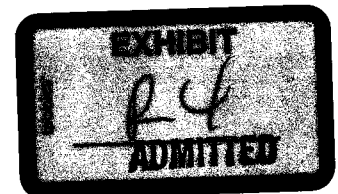
**LEGEND**

- MOHAVE'S CERTIFICATED AREA (ACC)
- - - - - COUNTY LINE
- POWER LINE
- HUALAPAI INDIAN BOUNDARY

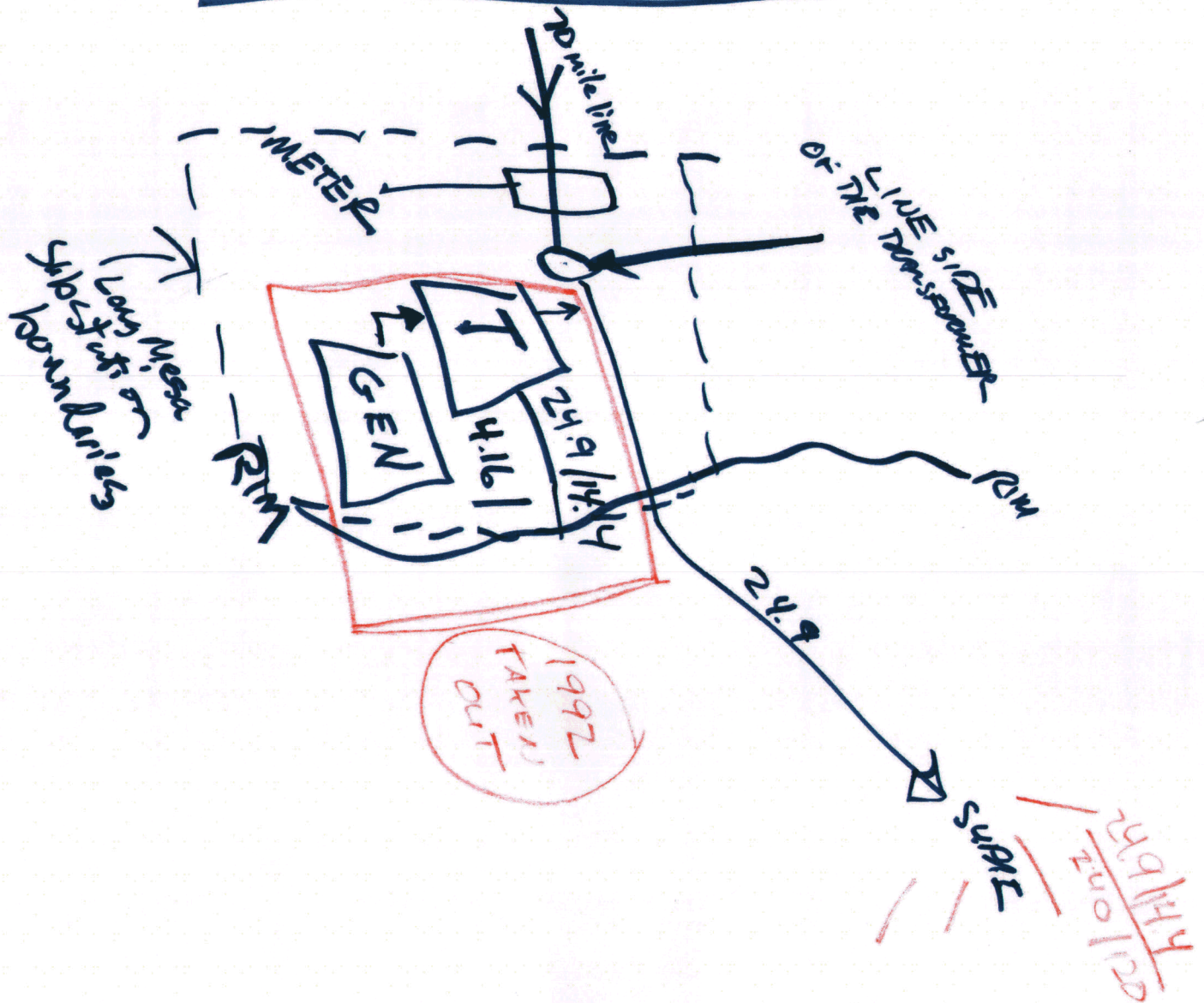


*Hualapai Tribe  
896-29  
44561-6  
Cesspach, P.*

*Nelson Substation  
Wholesale power delivery point*



1991



R-5

Br Cave LLP  
Two North C Avenue, Suite 2200  
Phoenix, Arizona 85004-4406  
(602) 364-7000

**COMMISSIONERS**

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KRISTIN K. MAYES  
GARY PIERCE

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AZ CORP COMMISSION  
DOCKET CONTROL

**BEFORE THE ARIZONA CORPORATION COMMISSION**

IN THE MATTER OF THE COMPLAINT OF  
BUREAU OF INDIAN AFFAIRS, UNITED  
STATES OF AMERICA, AGAINST  
MOHAVE ELECTRIC COOPERATIVE,  
INC. AS TO SERVICES TO THE  
HAVASUPAI AND HUALAPAI INDIAN  
RESERVATIONS.

DOCKET NO. E-01750A-05-0579

**PRE-FILED DIRECT TESTIMONY OF THOMAS A. HINE  
ON BEHALF OF MOHAVE ELECTRIC COOPERATIVE, INC.**



1 **Q. What is your name, employer and occupation?**

2 A. My name is Thomas A. Hine and I was employed by the Western Area Power  
3 Administration ("Western") for over 15 years until my retirement in 1994. I was the  
4 Phoenix Area Manager of Western, which is an agency of the Department of Energy in  
5 Lakewood, Colorado. I am currently "Of Counsel" to the law firm which acts as General  
6 Counsel to Mohave Electric Cooperative ("Mohave").  
7  
8  
9

10 **Q. Please describe your work experience, educational background and professional affiliations.**

11 A. I have a law degree from the University of Denver in 1973, and am licensed to  
12 practice in the states of Arizona and Colorado. My undergraduate degree is from University  
13 of Colorado in 1964, and I also attained a Master's Degree from the University of Denver in  
14 1969. Prior to becoming Area Manager for the Boulder City area of Western in 1983, I was  
15 the original General Counsel of Western from 1978 through 1983. Western produces  
16 electricity at Hoover Dam, Parker and Davis Dams, and distributes electricity throughout the  
17 desert southwest area, predominantly in Arizona. As Area Manager of Western, I was  
18 personally responsible for negotiating and administering contracts for the sale and  
19 transmission of hydro electricity in Arizona and elsewhere.  
20  
21  
22

23 **Q. Will you be sponsoring any exhibits with your direct testimony?**

24 A. Yes, I will sponsor the following exhibits, which are contracts entered into by  
25 Western with the BIA on behalf of various Indian Tribes for the provision of electric power:  
26 TH-1 November 9, 1987 Interagency Agreement No. DE-ME65-82WP39262  
27 between WAPA and BIA regarding San Carlos Irrigation Project.  
28

- 1 TH-2 September 27, 1994 Contract No. 94-PAO-10592 between WAPA and BIA  
2 regarding San Carlos Irrigation Project.  
3  
4 TH-3 October 31, 1995 Amendment No. 1 to Contract No. 94-PAO-10592 between  
5 WAPA and BIA regarding San Carlos Irrigation Project.  
6  
7 TH-4 1997 Amendment No. 2 to Contract No. 94-PAO-10592 between WAPA and  
8 BIA regarding San Carlos Irrigation Project.  
9  
10 TH-5 November 29, 2000 Amendment No. 3 to Contract No. 94-PAO-10592  
11 between WAPA and BIA regarding San Carlos Irrigation Project.  
12  
13 TH-6 January 8, 2003 Amendment No. 4 to Contract No. 94-PAO-10592 between  
14 WAPA and BIA regarding San Carlos Irrigation Project.  
15  
16 TH-7 July 19, 1999 Interagency Agreement No. AG9H009009 between BIA and  
17 WAPA and regarding San Carlos Irrigation Project.  
18  
19 TH-8 January 30, 2001 Letter Agreement No. 01-DSR-11241 between BIA and  
20 WAPA and regarding San Carlos Irrigation Project.  
21  
22 TH-9 June 1, 2001 Interagency Agreement No. 01-DRS-11262 between WAPA and  
23 BIA regarding San Carlos Irrigation Project.  
24  
25 TH-10 September 9, 2002 Exhibit C.SCIP, Revision No. 2 to Interagency Agreement  
26 No. 01-DSR-1162 between WAPA and BIA regarding San Carlos Irrigation  
27 Project.  
28  
TH-11 March 23, 2004 Exhibit A.SCIP, Revision No. 3 to Interagency Agreement  
No. 01-DSR-1162 between WAPA and BIA regarding San Carlos Irrigation  
Project.  
TH-12 June 1, 2001 Exhibits D.SCIP to Interagency Agreement No. 01-DSR-1162  
between WAPA and BIA regarding San Carlos Irrigation Project.  
TH-13 June 1, 2001 Exhibit A.SCIP to Interagency Agreement No. 01-DSR-1162  
between WAPA and BIA regarding San Carlos Irrigation Project.

- 1 TH-14 August 29, 2001 Exhibit A.SCIP, Revision No. 1 to Interagency Agreement  
2 No. 01-DSR-1162 between WAPA and BIA regarding San Carlos Irrigation  
3 Project.  
4  
5 TH-15 September 9, 2002 Exhibit A.SCIP, Revision No. 2 to Interagency Agreement  
6 No. 01-DSR-1162 between WAPA and BIA regarding San Carlos Irrigation  
7 Project.  
8 TH-16 June 1, 2001 Exhibit C.SCIP to Interagency Agreement No. 01-DSR-1162  
9 between WAPA and BIA regarding San Carlos Irrigation Project.  
10 TH-17 August 29, 2001 Exhibit C.SCIP, Revision No. 1 to Interagency Agreement  
11 No. 01-DSR-1162 between WAPA and BIA regarding San Carlos Irrigation  
12 Project.  
13 TH-18 August 24, 2007 Interagency Agreement No. 07-DSR-11775 between WAPA  
14 and BIA regarding San Carlos Irrigation Project.  
15 TH-19 September 22, 1987 Interagency Agreement No. DE-ME65-86WP39545  
16 between WAPA and BIA regarding Colorado River Indian Reservation.  
17 TH-20 December 9, 1987 Interagency Agreement No. 87-BCA-10041 between  
18 WAPA and BIA regarding Colorado River Indian Reservation.  
19 TH-21 August 4, 1999 Contract No. 99-DSR-11038 between WAPA and BIA  
20 regarding Colorado River Indian Reservation.  
21 TH-22 September 12, 2005 Interagency Agreement No. 04-DSR-11463 between  
22 WAPA and BIA regarding Colorado River Indian Reservation.  
23 TH-23 Exhibit C.CRA to Agreement No. 04-DSR-11463 between WAPA and BIA  
24 regarding Colorado River Indian Reservation.  
25 TH-24 March 5, 1993 Interim Scheduling Entity Services Agreement No. 92-PAO-  
26 10499 and BIA Interagency Agreement No. 1450AG3H002153 between  
27 WAPA and BIA regarding Colorado River Indian Reservation.  
28

- 1 TH-25 January 17, 2003 Amendment No. 1 to Interagency Agreement No.  
2 AG8H002153 between BIA and WAPA regarding Colorado River Indian  
3 Reservation.  
4 TH-26 July 12, 1993 Supplementing Agreement No. 1 92-PAO-10499 and BIA  
5 Interagency Agreement No. 1450AG3H002153 between WAPA and BIA  
6 regarding Colorado River Indian Reservation.  
7 TH-27 May 16, 1994 Supplementing Agreement No. 2 92-PAO-10499 and BIA  
8 Interagency Agreement No. 1450AG3H002153 between WAPA and BIA  
9 regarding Colorado River Indian Reservation.  
10 TH-28 June 29, 1995 Supplementing Agreement No. 3 92-PAO-10499 and BIA  
11 Interagency Agreement No. 1450AG3H002153 between WAPA and BIA  
12 regarding Colorado River Indian Reservation.  
13 TH-29 June 25, 1996 Supplementing Agreement No. 4 92-PAO-10499 and BIA  
14 Interagency Agreement No. 1450AG3H002153 between WAPA and BIA  
15 regarding Colorado River Indian Reservation.  
16 TH-30 December 4, 1996 Modification No. 5 Western Supplement No. 5 to  
17 Interagency Agreement No. 1450AG3H0021531 between WAPA and BIA  
18 regarding Colorado River Indian Reservation.  
19 TH-31 September 21, 2007 Interagency Agreement No. 07-DSR-11772 between  
20 WAPA and BIA regarding Colorado River Indian Reservation.  
21 TH-32 September 30, 2007 Interagency Agreement No. 07-DSR-11891 between  
22 WAPA and BIA regarding Colorado River Reservation.  
23  
24

25 **Q. What is the purpose of your testimony?**

26 **A.** I will discuss from my experience and perspective Western's provision of electric  
27 power service on certain Indian lands, and, in particular, Western's prior discussions with  
28

1 BIA concerning the 70-mile power line in northwestern Arizona providing electrical power  
2 to the Havasupai Tribe and others in which I personally participated.

3  
4 **Q. What does Western do?**

5 A. Western markets and manages the sale of electricity produced at federal hydroelectric  
6 systems in 16 states over 14,000 miles of transmission lines to a variety of consumers,  
7 including federal agencies and Indian tribes.

8  
9 **Q. Exhibits TH-1 through TH-32 to your testimony are Western's contracts with  
10 the Bureau of Indian Affairs ("BIA") related to provision of electric power to the  
11 Colorado River Indian Tribes and the San Carlos Irrigation Project. Do you recognize  
12 these exhibits?**

13 A. Yes. They appear to be copies from the files of the Desert Southwest Region of  
14 Western concerning various contracts with the BIA for services provided to the Colorado  
15 River Indian Tribes and the San Carlos Irrigation Project. These were produced under a  
16 Freedom of Information Act request. As Western's Phoenix Area Manager, I oversaw the  
17 production of these contracts pursuant to that request.

18  
19 **Q. Are you aware whether or not from time to time Western agreed to enter into  
20 various types of electricity service and management contracts, including with the BIA  
21 and other entities?**

22 A. Yes, I am.

23  
24 **Q. Did Western from time to time enter into such contracts with the BIA?**

25 A. Yes. From time to time Western entered into contracts with the BIA on behalf of the  
26 Colorado River Indian Tribes and the San Carlos Irrigation Project to provide various  
27 services, including the provision of electric power.  
28

1  
2  
3 **Q. Do these contracts include provisions under which Western provides overhead**  
4 **maintenance and repair and other services related to the provision of electrical power**  
5 **to the BIA?**

6 **A. Yes, some of them do.**

7  
8 **Q. In each of these contracts did the BIA agree to pay and/ or reimburse Western**  
9 **for the cost of services and materials which were provided or incurred by Western on**  
10 **behalf of the BIA in each of these projects?**

11 **A. Yes. The contracts speak for themselves and so provide.**

12 **Q. What were the general terms and conditions of the contractual agreements**  
13 **between Western and the BIA where Western provided services?**

14 **A. It was agreed that Western would provide management or other services including in**  
15 **some instances materials for overhead maintenance and repairs to facilities, and that the BIA**  
16 **would either reimburse Western, pay in advance or would otherwise compensate Western**  
17 **for its services and the expenses incurred.**

18  
19  
20 **Q. What was your involvement with the parties regarding the dispute between**  
21 **Mohave Electric Cooperative and the BIA?**

22 **A. I became involved in negotiations concerning the facility known as the 70-mile line**  
23 **(the "Line") on behalf of Mohave.**

24  
25 **Q. Was Western asked to assume ownership of the line?**

26 **A. Yes. The parties met with Western to discuss the concept of Western considering**  
27 **ownership or management of the Line. Western was unwilling to accept outright ownership**  
28 **of title to the Line or management of the Line unless Western was convinced that it would**

1 not wind up with the ultimate responsibility to serve the retail customers. Additionally  
2 Western indicated that the Line was not a line which normally would be owned by Western.  
3 However, Western did offer to manage the Line for the BIA.  
4

5 **Q. Does the size or voltage of an electric line alone determine whether or not the**  
6 **line is a transmission line or a retail distribution line?**

7 A. Any line that carries electricity can be said to be a transmission line. In a particular  
8 case, in my experience, whether or not an electric line facility is a transmission line is  
9 usually a function of contractual agreements, not merely size or voltage.  
10

11 **Q. Did the request for Western to manage and operate the Line become a formal**  
12 **request for purposes of discussion and negotiation with the BIA at one time?**

13 A. Yes. On August 15, 2001 and October 12, 2001 I attended meetings with Western  
14 and other parties in the BIA offices in Phoenix, Arizona. The meetings were attended by  
15 representatives from the BIA, the Tribes and the Solicitor's Office, as well as by Western  
16 and Mohave. During these meetings, Western was formally asked to take over from the  
17 BIA the management of the Line, and to either perform overhead maintenance and repairs  
18 for BIA, or to secure those services of overhead maintenance and repairs from others.  
19

20 **Q. Was Western willing to consider such a proposal?**

21 A. Yes.  
22

23 **Q. Why?**

24 A. There is a federal departmental directive requiring that agencies cooperate with one  
25 another and that agencies like Western lend assistance and help to agencies like the  
26 Department of the Interior and the BIA in matters affecting Indian tribes.  
27  
28

1 Q. So it is not unusual for Western to have responded positively to a request to  
2 work with the BIA in providing overhead maintenance and repairs and management  
3 or the securing of these services for overhead maintenance and repairs for the Line?

4 A. No, it was not unusual.  
5

6 Q. What was the substance of the conversation regarding management of the Line?

7 A. Western indicated that so long as it was reimbursed or otherwise paid for the services  
8 which it was to provide, similar to its other contracts with the BIA, including being  
9 reimbursed or paid for any overhead, maintenance and repair services that were delivered,  
10 that Western would be willing to enter into an agreement with the BIA to manage the line to  
11 assure its reliability.  
12

13 Q. Was the reimbursement requirement a standard request by Western that it be  
14 paid for its services in the form of reimbursement for any expenses of overhead,  
15 maintenance and repair that were procured to maintain the functioning and reliability  
16 of the line?

17 A. Yes, in my experience at Western those terms were always included.  
18

19 Q. In other circumstances affecting Indian tribes and projects on Indian lands  
20 maintained by the BIA was it normal for the BIA to a pay and/or reimburse Western  
21 for its overhead, maintenance and repair expenses?  
22

23 A. Yes.  
24

25 Q. Did the BIA agree to enter into it that a contract with Western to manage the  
26 Line and provide the overhead maintenance and repair services (or the procurement  
27 of those services)?  
28

1 A. No. At these meetings, the BIA indicated that it would not pay or reimburse Western  
2 for Western's management of the Line, or for Western's expenses for providing overhead  
3 maintenance and repair of the Line.  
4

5 **Q. Is it true that if the BIA had agreed to pay the expenses incurred by Western in**  
6 **management of the Line, including the procurement of necessary overhead,**  
7 **maintenance and repairs with repayment and reimbursement provisions similar to the**  
8 **BIA-Western contracts for the Colorado River Indian Tribes and the San Carlos**  
9 **Irrigation Project, Western would have agreed and executed such a contract?**

10 A. Yes. Western, as a sister federal agency, under provisions of existing federal  
11 directives, was making the proposal to the BIA to enter into such a contract and, if accepted,  
12 would have executed a contract with the BIA, consistent with Western's policy.  
13

14 **Q. Did the BIA essentially refuse to enter into such a contract for the**  
15 **Hualapai/Havasupai Line?**

16 A. To the best of my understanding, the Western proposal was refused by the BIA.  
17

18 **Q. Does this complete your direct testimony?**

19 A. Yes.  
20  
21  
22  
23  
24  
25  
26  
27  
28

Br...Cave LLP  
Two North C Avenue, Suite 2200  
Phoenix, Arizona 85004-4406  
(602) 364-7000

1  
2 **ORIGINAL and 13 COPIES** of the  
3 foregoing were hand-delivered for  
4 filing this 17th day of October, 2008 to:

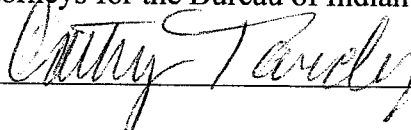
5 Docket Control  
6 Arizona Corporation Commission  
7 1200 W. Washington Street  
8 Phoenix, AZ 85007

9 **COPY** of the foregoing hand-delivered  
10 this 17<sup>th</sup> day of October, 2008, to:

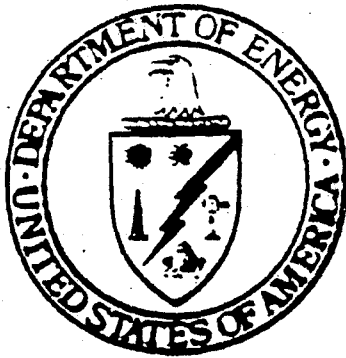
11 Hearing Division  
12 Arizona Corporation Commission  
13 1200 W. Washington  
14 Phoenix, AZ 85007-2927

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19 Phoenix, AZ 85007

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21 U.S. Attorney's Office  
22 40 N. Central Avenue, Suite 1200  
23 Phoenix, AZ 85004-4408  
24 Attorneys for the Bureau of Indian Affairs

25  
26  
27  
28  


**1**



# BOULDER CITY AREA INTERAGENCY AGREEMENT

INTERAGENCY AGREEMENT NO. DE-ME65-82MP39262

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Parker-Davis Project

AND

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT

BIA INTERAGENCY AGREEMENT NO. HSOC141A7314

FOR

OPERATION, MAINTENANCE, REPLACEMENT  
AND OWNERSHIP RESPONSIBILITIES OF FACILITIES AT  
LONE BUTTE SUBSTATION  
AND ORACLE SUBSTATION

*WPS*  
8-23-95

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INTERAGENCY AGREEMENT NO. DE-ME65-82WP39262

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Parker-Davis Project

AND

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT

BIA INTERAGENCY AGREEMENT NO. H50C14IA7314

FOR

OPERATION, MAINTENANCE, REPLACEMENT  
AND OWNERSHIP RESPONSIBILITIES OF FACILITIES AT  
LONE BUTTE SUBSTATION  
AND ORACLE SUBSTATION

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WESTERN AREA POWER ADMINISTRATION  
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BIA INTERAGENCY AGREEMENT NO. H50C14IA7314

FOR

OPERATION, MAINTENANCE, AND REPLACEMENT  
AND OWNERSHIP RESPONSIBILITY OF FACILITIES AT  
LONE BUTTE SUBSTATION  
ORACLE SUBSTATION

1. **PREAMBLE:** This INTERAGENCY AGREEMENT, hereinafter called "Agreement" is entered into this 9th day of November, 1987, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved May 28, 1954 (68 Stat. 143), the Act of Congress approved August 4, 1977 (91 Stat. 565), the Act of Congress approved September 13, 1982 (96 Stat. 933), and acts amendatory or supplementary to the foregoing acts, between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, an agency of the Department of Energy, hereinafter called "Western," represented by the Contracting Officer executing this Agreement, a duly appointed successor, or a duly authorized representative, and the UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, acting on behalf of the SAN CARLOS IRRIGATION PROJECT, hereinafter called "Indian

: 1 : Affairs," and represented by the officer(s) executing this Agreement, a  
: 2 : duly appointed successor or a duly authorized representative, its  
: 3 : successors and assigns; each sometimes hereinafter individually called  
: 4 : "Party," and both sometimes hereinafter collectively called "Parties";  
: 5 : WITNESSE:  
: 6 : 2. EXPLANATORY RECITALS:  
: 7 :       2.1 WHEREAS, Western operates and maintains an electrical  
: 8 : transmission system known as the "Parker-Davis System"; and  
: 9 :       2.2 WHEREAS, Indian Affairs receives Parker-Davis Project electric  
: 10 : service from Western under the terms of Memorandum of Understanding  
: 11 : No. 14-06-300-2632 dated April 1, 1976; and  
: 12 :       2.3 WHEREAS, Indian Affairs receives transmission service from  
: 13 : Western under Memorandum of Understanding No. 7-07-30-P0005 dated  
: 14 : December 31, 1977; and  
: 15 :       2.4 WHEREAS, Indian Affairs receives Colorado River Storage  
: 16 : Project electric service from Western under Memorandum of Understanding  
: 17 : No. DE-MS65-80WP39041 dated April 1, 1980; and  
: 18 :       2.5 WHEREAS, Western will design and construct the Lone Butte  
: 19 : Substation on behalf of Indian Affairs under the terms of Interagency  
: 20 : Agreement No. DE-ME65-83WP39325 dated December 12, 1985; and  
: 21 :       2.6 WHEREAS, Western and Indian Affairs hereby agree to provide  
: 22 : for the operation, maintenance, replacement, and ownership of facilities  
: 23 : at Lone Butte Substation; and  
: 24 :       2.7 WHEREAS, Indian Affairs owns facilities in Western's Oracle  
: 25 : Substation and Western and Indian Affairs hereby agree that Western will  
: 26 : operate and maintain said facilities;

1 : NOW, THEREFORE, in consideration of the mutual covenants set forth  
2 : herein, the Parties agree as follows:  
3 : 3. TERM OF AGREEMENT: This Agreement shall become effective upon the  
4 : in-service date of Lone Butte Substation and shall remain in effect until  
5 : September 30, 2007; Except. That either party may terminate this Contract  
6 : by written notice of termination given to the other 2 years in advance of  
7 : the effective date thereof. Assignment of Indian Affairs's interest in  
8 : Lone Butte Substation and Oracle Substation with a third party will  
9 : require an agreement between Western and the third party for operation  
10 : and maintenance of the high voltage portion of the substation.  
11 : 4. LICENSE: Indian Affairs under the terms and conditions specified herein,  
12 : hereby grants permission to Western, its employees, agents, and  
13 : subcontractors to enter Indian Affairs's right-of-way and the facilities  
14 : listed in the Exhibits attached hereto to accomplish the work provided  
15 : for in this Agreement and to modify, construct, operate, maintain and  
16 : replace additional facilities which may be added upon the right-of-way of  
17 : Lone Butte Substation.  
18 : 5. INDIAN PREFERENCE: The Department of the Interior Acquisition Regulation  
19 : Nos. 1452.204-7 and 1452.204-72 are attached hereto as Exhibit D and made  
20 : a part hereof; Except. That work furnished by Western employees or  
21 : Western contractors utilizing existing employees are excluded from the  
22 : requirements set forth therein.  
23 : 6. FUTURE CONSTRUCTION: Western reserves the right to upgrade the existing  
24 : Phoenix-Maricopa 115-kV Transmission Line at a future date to 230-kV, at  
25 : which time it will be necessary for Indian Affairs to make changes in the  
26 : facilities installed at Lone Butte Substation and upgrade or replace the

115/69-kV power transformer, 115-kV power circuit breaker, and related substation equipment at Indian Affairs's sole cost. Western will notify Indian Affairs as soon as possible when the decision is made by Western to upgrade the Phoenix-Maricopa 115-kV Transmission Line to give Indian Affairs the maximum lead time possible for Indian Affairs's budgeting process. Western, to the extent possible, will assist Indian Affairs in preparing a cost estimate for its budget and procurement process and in locating available equipment.

7. OPERATION, MAINTENANCE, AND REPLACEMENT BY WESTERN:

7.1 Western, as appropriate, will routinely operate, maintain, repair, or replace the facilities as listed in Exhibit A and C in accordance with Western's standard practice.

7.2 Routine operation and maintenance includes the furnishing of labor and employee-related expenses, miscellaneous small parts and material available from warehouse stock, and maintenance and test equipment normally available to Western's Boulder City Area.

7.3 Indian Affairs will be billed monthly through the On-line Payment and Collection (OPAC) system for all routine operation and maintenance costs.

7.4 Major repairs, replacements, or modifications will be performed by Western only on request from Indian Affairs; Except, That Western reserves the right to make major repairs without notice in emergencies. For major repairs, replacements, or modifications, except under emergency conditions, Western will advise Indian Affairs of the estimated cost, including all allocated costs related to the Agreement as determined by Western, and Indian Affairs shall make a reservation of

1 : funds for the full amount upon receipt of such estimate.

2 : 7.5 Should an emergency occur, Western will, after notification of  
3 : Indian Affairs, take the necessary actions to restore the power system  
4 : facilities to normal. Western will inform Indian Affairs of the costs  
5 : incurred and Indian Affairs will reserve the funds and notify Western  
6 : that funds are available for billing on the On-line Payment and  
7 : Collection (OPAC) system.

8 : 8. COMPENSATION TO WESTERN:

9 : 8.1 Indian Affairs will reimburse Western for the costs incurred  
10 : by Western under this Agreement, including all associated allocable costs  
11 : as determined by Western's Contracting Officer. The estimated costs  
12 : shall be set forth in separate exhibits and shall include, but not  
13 : necessarily be limited to, the costs to be incurred in performing the  
14 : work detailed in the attached exhibits and other related work performed  
15 : by employees, agents, or subcontractors of Western necessitated by the  
16 : Agreement.

17 : 8.2 At the time of execution of this Agreement, or execution of  
18 : additional exhibits, Indian Affairs shall make a reservation of funds for  
19 : the amount set forth in each exhibit and will furnish Western with  
20 : written confirmation of said reservation of funds. On or before  
21 : September 30 of each year thereafter, Indian Affairs will provide Western  
22 : with written confirmation that the funds specified in each exhibit are  
23 : available for that fiscal year; Provided, That additional funds shall be  
24 : made available by Indian Affairs, as requested by the Contracting  
25 : Officer, if actual experience in a given year indicates the initial  
26 : reservation of funds will be exceeded.

8.3 Western will bill Indian Affairs monthly through the OPAC

: 1 : system. The bill will be charged to Agency Location Code (ALC)  
: 2 : number 14-20-0455 and shall cite the Indian Affairs' contract number  
: 3 : assigned to this Agreement. The ALC number may be changed upon  
: 4 : appropriate written notification to Western. Western will provide to  
: 5 : San Carlos Irrigation Project a detailed cost report for labor and  
: 6 : material expended for the purposes of each exhibit within twenty (20)  
: 7 : working days after each billing. Western shall make every effort to  
: 8 : ensure correct billing through the OPAC system and that the total amount  
: 9 : of funds transferred does not exceed funds prevalidated as available by  
: 10 : Indian Affairs for each exhibit.

: 11 : 8.4 Indian Affairs may review the costs set forth in the report  
: 12 : and shall notify Western, in writing, within twenty (20) working days  
: 13 : after receipt of the report if Indian Affairs takes exception to any of  
: 14 : the costs set forth therein.

: 15 : 9. OWNERSHIP RESPONSIBILITIES: Ownership and financial responsibility for  
: 16 : the facilities to be operated, maintained, and replaced pursuant to this  
: 17 : Agreement are listed in the Exhibits attached hereto.

: 18 : 10. CONTROL AND POSSESSION OF FACILITIES: Each Party shall remain in  
: 19 : exclusive control and possession of its system. This Agreement shall not  
: 20 : be construed to grant either Party any ownership responsibilities or  
: 21 : possession of the other's system.

: 22 : 11. AUTHORIZED REPRESENTATIVES OF THE PARTIES: Each Party, by written notice  
: 23 : to the other, shall designate the representative(s) who is authorized to  
: 24 : act on its behalf with respect to those matters contained herein which  
: 25 : are the functions and responsibilities of the Parties. Either Party may  
: 26 : change the designation of its authorized representative upon oral notice

: 1 : given to the other and confirmed promptly by written notice.  
: 2 : 12. EXHIBITS MADE PART OF AGREEMENT: Inasmuch as the equipment installed and  
: 3 : the operation, maintenance, and replacement charges hereunder may change  
: 4 : during the term of this Agreement, they shall be specified in the  
: 5 : Exhibits hereto as formulated and modified from time to time. The  
: 6 : initial Exhibits A, B, C, and D made a part hereof shall be in force and  
: 7 : effect until superseded by a subsequent Exhibit.  
: 8 : 13. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions  
: 9 : effective July 15, 1985, as revised April 25, 1987, attached hereto, are  
: 10 : hereby made a part of this Agreement with the same force and effect as if  
: 11 : they had been expressly set forth herein; Provided, That  
: 12 : Articles 2, 3, 4, 5, 7, 8, 9, 11, 15, 16 shall not be applicable;  
: 13 : Provided further, That wherever the words "United States" are used, such  
: 14 : shall mean "Western," the word "Contractor" shall mean "BIA," the word  
: 15 : "Contract" shall mean this "Agreement," and the words "electric service"  
: 16 : shall mean the "service" provided pursuant to this Agreement.  
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IN WITNESS WHEREOF, the Parties hereto have caused this Contract  
No. DE-ME65-82WP39262, to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By /s/ Thomas A. Hine  
Title Area Manager  
Address Boulder City Area  
Western Area Power Administration  
P.O. Box 200  
Boulder City, Nevada 89005

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

By /s/ Curtis Geiogamah  
Acting  
Title Area Director  
By /s/ Linus J. Brown, Jr.  
Title Contracting Officer  
Address Phoenix Area Office  
P.O. Box 7007  
Phoenix, Arizona 85011

**AUTHENTICATED COPY**

Exhibit A, Revision No. 4  
Interagency Agreement  
No. DE-ME65-82WP39262  
Bureau of Indian Affairs  
For San Carlos Irrigation Project

**OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP  
AND FINANCIAL RESPONSIBILITY AT  
LONE BUTTE SUBSTATION**

1. This Exhibit A, Revision No. 4, made this 28<sup>th</sup> day of March, 2005, to be effective under and as a part of Interagency Agreement No. DE-ME65-82WP39262 (Agreement), dated November 9, 1987, shall become effective upon its execution and supersedes Exhibit A, Revision No. 3, dated July 3, 2003. This Exhibit A shall remain in effect until superseded by another Exhibit A; provided that this Exhibit A or any superseding Exhibit A shall be terminated by the expiration of the Contract.
2. The operation, maintenance, replacement, ownership and financial responsibilities of facilities at Indian Affairs', also identified as San Carlos Irrigation Project (SCIP) in this exhibit, Lone Butte Substation shall be as follows:

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
One (1) 230/69-kV power transformer (KW1A), 50/66.7/83.3 MVA, ONAN/ONAF/ONAF, with no-load tap changer and lightning arrestors (Serial No. 21801TG0004)	Western	Western	SCIP	SCIP
69,000/240/120 Volt station service transformer KY1A 150 KVA	Western	Western	SCIP	SCIP
Five (5) 230-kV power circuit breakers: Nos. 182 (JW1A), 282 (JW2A) 382 (JW3A), 582 (JW5A), and 782 (JW7A)	Western	Western	Western	Western
230-kV power circuit breaker : No. 482 (JW4A)	Western	Western	Western	SCIP

Exhibit A, Revision No. 4  
Interagency Agreement  
No. DE-ME65-82WP39262  
Bureau of Indian Affairs  
For San Carlos Irrigation Project

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Four (4) 69-kV power circuit breakers and associated disconnect switches Nos. 152 (JY1M), 151 (YY1A), 153 (WY1M), and 155 (YY1T); Nos. 352 (JY3M), 351 (YY3A), 353 (WY3M); 552 (JY5M), 551 (YY5A), 553 (WY5M), 555 (YY5T); 752 (JY7M), 751 (YY7A), 753 (WY7M), 755 (YY7T)	SCIP	SCIP	SCIP	SCIP
Ten (10) 3-phase 230-kV gang operated disconnect switches Nos. 183 (WW1A), 185 (YW1B), 281 (YW2A), 283 (WW2A), 383 (WW3A), 385 (YW3B), 583 (WW5A), 585 (YW5B), 783 (WW7A), and 785 (YW7B)	Western	Western	Western	Western
Six (6) 3-phase 230-kV gang operated disconnect switches Nos. 481 (WW4B), 483 (WW4A), 485 (YW4B), 681 (WW6B), 683 (WW6A); and 685 (WW6C)	Western	Western	Western	SCIP
Four (4) 3-phase, 230-kV disconnect switches Nos. 181 (YW1A), 381 (YW3A), 581 (YW5A), and 781 (YW7A), and ground blades Nos. 180 (ZW1A), 380 (ZW3A), 580 (ZW5A), and 780 (ZW7A)	Western	Western	Western	Western
Three (3) 69-kV fused disconnect switches 953 (FY1A), one per phase	Western	Western	SCIP	SCIP

Exhibit A, Revision No. 4  
Interagency Agreement  
No. DE-ME65-82WP39262  
Bureau of Indian Affairs  
For San Carlos Irrigation Project

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Three (3) 230-kV metering accuracy current transformers (CTs) (QW4A) one per phase	Western	Western	Western	SCIP
Six (6) 230-kV metering accuracy coupling capacitor voltage transformers (CCVT), (VW1B), and (VW2B), one per phase	Western	Western	Western	Western
Four (4) 230-kV relaying accuracy CCVTs Nos. VW1A1, VW3A1, VW5A1, and VW7A1	Western	Western	Western	Western
230-kV relaying accuracy CCVT No. VW4A1	Western	Western	Western	SCIP
One (1) 125-volts dc station battery and two (2) 50 amp battery chargers	Western	Western	SCIP	SCIP
All relaying, transducers, and control wiring for 230-kV line bays 1, 2, 3, 5, and 7	Western	Western	Western	Western
All relaying, transducers, and control wiring for 230-kV bay 4	Western	Western	Western	SCIP
Three (3) 69-kV relaying accuracy coupling capacitors VY1A, one per phase	SCIP	SCIP	SCIP	SCIP
All relaying, transducers, and control wiring for 69-kV	SCIP	SCIP	SCIP	SCIP
69-kV control and relay panels	SCIP	SCIP	SCIP	SCIP
230-kV communication equipment, to include MUX and telephone equipment	Western	Western	Western	Western
Remote terminal unit and associated interface racks	Western	Western	Western	Western
Revenue metering equipment	Western	Western	Western	Western
Substation site including fence and yard	Western	Western	SCIP	SCIP
230-kV Control building	Western	Western	SCIP	SCIP
69-kV Control building and associated equipment	SCIP	SCIP	SCIP	SCIP

Exhibit A, Revision No. 4  
Interagency Agreement  
No. DE-ME65-82WP39262  
Bureau of Indian Affairs  
For San Carlos Irrigation Project

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
230-kV Buswork & arrestors, concrete foundations, structures, and any other related equipment	Western	Western	Western	Western
69-kV 125 volt dc station batteries and two (2) chargers.	SCIP	SCIP	SCIP	SCIP
69-kV Buswork & arrestors, concrete foundations, structures, and any other related equipment	SCIP	SCIP	SCIP	SCIP
Phoenix/Maricopa Transmission Line takeoff structures, associated buswork, foundations, and support structures	Western	Western	Western	Western
Liberty/Coolidge Transmission Line takeoff structures, associated buswork, foundations, and support structures	Western	Western	Western	Western

3. In accordance with Section 7 of the Contract, the annual charge for the period from October 1<sup>st</sup> to September 30<sup>th</sup> to be advanced by the Contractor for the operation and maintenance of the facilities listed above is:

3.1

Financial Charges	Fiscal Year 2005	Fiscal Year 2006	Fiscal Year 2007
Operations	\$1,255.60	\$1,513.60	\$1,255.60
Maintenance	\$10,302.00	\$12,405.00	\$10,302.00
Budget and Power Marketing Support	\$136.00	\$136.00	\$276.00
Total Annual Trust Account Charge <sup>1</sup>	\$11,693.60	\$14,054.60	\$11,833.60

<sup>1</sup> See Attachment No. 1 for the detailed cost estimate.

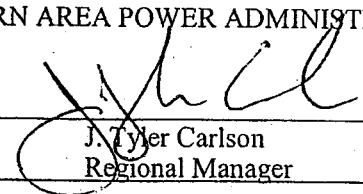
Exhibit A, Revision No. 4  
Interagency Agreement  
No. DE-ME65-82WP39262  
Bureau of Indian Affairs  
For San Carlos Irrigation Project

- 3.2 For periods of less than one (1) year the prorated total shall be on the basis of one-twelfth of the total annual payment per month.
4. Western shall provide the Contractor on or before August 1<sup>st</sup> of each calendar year a proposed schedule of work that will be done at the Lone Butte Substation. The schedule will include items that Western proposes for maintenance and replacement for the upcoming fiscal year. Based on this proposed schedule, the Contractor shall monitor the expenditures and work performed. Western will provide a list of items and costs for maintenance and replacement to the Contractor when work is completed.
5. This Exhibit A may be modified as provided by Section 12 of this Agreement. This Exhibit shall be reviewed at least every three (3) years and revised as necessary.

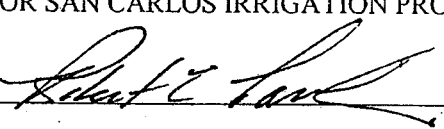
Exhibit A, Revision No. 4  
Interagency Agreement  
No. DE-ME65-82WP39262  
Bureau of Indian Affairs  
For San Carlos Irrigation Project

The Parties have caused this Exhibit A, Revision No. 4, to Interagency Agreement  
No. DE-ME65-82WP39262 to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By   
Title J. Tyler Carlson  
Regional Manager  
Address Desert Southwest Regional Office  
P.O. Box 6457  
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FOR SAN CARLOS IRRIGATION PROJECT

By   
Title Project Manager  
Address Post Office Box 250  
Coolidge, Az. 85228

ATTACHMENT No. 1

ATTACHMENT No. 1

FACILITY	STATION / EQ DESIGNATOR	JOB CODE	MAINT TYPE	NEXT DUE DATE	INTERVAL (MONTHS)	MAINT ANNUAL EST. MAN HOURS	OPER ANNUAL EST. MAN HOURS	MAINT. EST COST	Operations support required Y/N?	EST COST FY 05		EST COST FY 06		EST COST FY 07		Maint. TASK
										Maintenance	Dispatching	Maintenance	Dispatching	Maintenance	Dispatching	
LOB	XFMR 230/69KV KWIA	1938	PM	Apr-09	72	3	0.6	\$ 348.00	Y	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	57010
LOB	XFMR 230/69KV KWIA	1562	PM	Apr-09	72	120	24	\$ 7,863.00	Y	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	57010
LOB	STA SER XFMR KYIA	1938	PM	Mar-08	36	3	0.6	\$ 348.00	Y	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	57010
LOB	482 & DISC SWS	1505/1506	PM	Mar-08	36	30	6	\$ 2,103.00	Y	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	57010
LOB	482 & DISC SWS	1507/1804	PM	Mar-12	108	0	0	\$ -	Y	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	57010
LOB	681/05 DISC SW (FUTURE)	1759	PM	(FUTURE)	72	4	0.8	\$ 413.00	Y	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	57010
LOB	STATION BATTERY	1514	PM	ANNUAL	ANNUAL	20	4	\$ 1,453.00	Y	\$ 1,453.00	\$ 172.00	\$ 1,453.00	\$ 172.00	\$ 1,453.00	\$ 172.00	57010
LOB	STATION OPS/CM	OS/CM	OS/CM	ANNUAL	ANNUAL	100	20	\$ 6,602.00	Y	\$ 6,602.00	\$ 860.00	\$ 6,602.00	\$ 860.00	\$ 6,602.00	\$ 860.00	57010
LOB	3YR RELAY	1640	PM	Mar-08	36	15	3	\$ 1,176.00	Y	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	57010
LOB	3YR REVENUE METER	1674	PM	Mar-08	36	7	1.4	\$ 576.00	Y	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	\$ 348.00	\$ 25.80	57010
LOB	CORRECTIVE	CM	CM	ANNUAL	ANNUAL	20	4	\$ 1,551.00	Y	\$ 1,551.00	\$ 172.00	\$ 1,551.00	\$ 172.00	\$ 1,551.00	\$ 172.00	57010
LOB	MAINTENANCE							\$ -		\$ 10,302.00	\$ 1,255.60	\$ 12,405.00	\$ 1,513.60	\$ 10,302.00	\$ 1,255.60	
									SUBTOTAL	\$ 10,302.00	\$ 1,255.60	\$ 12,405.00	\$ 1,513.60	\$ 10,302.00	\$ 1,255.60	

DISPATCHING

LOB	INTERNAL	COORDINATION	N/A	N/A	REAL TIME	REAL TIME	REAL TIME	REAL TIME	See estimates by Fiscal Year above	Oper. Task 56200
LOB	INTERNAL	COORDINATION	N/A	N/A	REAL TIME	REAL TIME	REAL TIME	REAL TIME		
LOB	EXTERNAL	COORDINATION	N/A	N/A	REAL TIME	REAL TIME	REAL TIME	REAL TIME		
LOB	FUNCTIONS	TRAINING	N/A	N/A	ANNUAL	ANNUAL	ANNUAL	ANNUAL		
LOB	Operations support of field maintenance									

BUDGET AND FINANCE

LOB	Budget and finance support of contract exhibit	N/A	N/A	End of FY	Annual	2	Finance Total	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	92020
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POWER MARKETING

LOB	Power Marketing support of contract exhibit			As needed	As needed	2	Power Marketing Total	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	91400
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Comments:

GRAND TOTAL COST BY FISCAL YEAR

FY 05 \$ 11,693.60

FY 06 \$ 14,054.60

FY 07 \$ 11,833.60

Procedure:  
 1) G5200 & G5300 check and list all equipment and estimate maintenance cost (CHECK FORMULAS FOR ACCURATE LABOR RATE)  
 2) G5200 & G5300 identify highest single annual expense and what equipment requires Operations support  
 3) G4100 estimates Dispatching costs to support maintenance activity  
 4) G6200 adds Power Marketing support cost and revises totals and O&M contract exhibit

# AUTHENTICATED COPY

Exhibit A, Revision No. 2  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS  
San Carlos Irrigation Project

## OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP, AND FINANCIAL RESPONSIBILITY OF LONE BUTTE SUBSTATION

1. This EXHIBIT A, Revision No. 2, made this 3<sup>rd</sup> day of October, 2001, to be effective under and as a part of Interagency Agreement No. DE-ME65-82WP39262 (Agreement), dated November 9, 1987, shall become effective upon its execution and supersedes Exhibit A, Revision No. 1, dated February 23, 1996. This Exhibit A shall remain in effect until superseded by another Exhibit A; provided, that this Exhibit A or any superseding Exhibit A shall be terminated by the expiration of the Contract.
2. The operation, maintenance, replacement, ownership, and financial responsibilities of facilities at Indian Affairs' Lone Butte Substation shall be as follows:

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
One (1) 115/69-kV power transformer (KX1A), 30/40/50 MVA, OA, FOA, with load tap changer and lightning arrestors (Serial No. PZ-39-01).	Western	Western	BIA	BIA
One (1) 115-Kv power circuit breaker No. 362.	Western	Western	Western	BIA
One (1) 69-kV power circuit breaker No. 252 and associated disconnect switch Nos. 251, 253, and 255.	Western	Western	BIA	BIA

Exhibit A, Revision No. 2  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS  
San Carlos Irrigation Project

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Station service transformer (KY1A) and associated disconnect fuse No. 953.	Western	Western	BIA	BIA
Control building.				
Substation site including fence and yard.				
Three (3) 230/115-kV metering accuracy coupling capacitor potential transformers (VX1B). Three (3) 230-kV high-side metering Cts (QX1A).	Western	Western	Western	Western
Batteries and battery charger.	Western	Western	BIA	BIA
Control and relay panels.				
69 kV Buswork and associated arrestors, concrete pads and foundations, structures, and any other related equipment.	Western	Western	BIA	BIA
115 kV Buswork and associated arrestors, concrete pads and foundations, structures, and any other related equipment.	Western	Western	Western	Western
All relaying, transducers, and control wiring.	Western	Western	BIA	BIA
Three (3) 230-kV gang-operated disconnect switches Nos. 361, 363, and 369.	Western	Western	Western	BIA

Exhibit A, Revision No. 2  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS  
San Carlos Irrigation Project

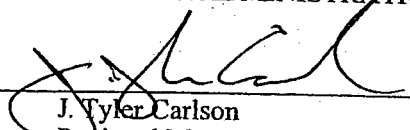
Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Phoenix-Maricopa Transmission Line takeoff structures, Circuit interrupter switches, Nos. 161 and 261, intervening buswork, support structures, and foundations.	Western	Western	Western	BIA
Carrier bypass, which includes two (2) carrier traps, two (2) coupling capacitors, and one (1) line tuner.				
Remote terminal unit and associated interface racks.				
Communication equipment, which includes MUX and telephone equipment.				
Liberty-Coolidge Transmission Line takeoff structures, intervening buswork, support structures, and foundations.	Western	Western	Western	Western
Revenue metering equipment.				

3. In accordance with Section 7.2 of this Agreement, the routine operation and maintenance charge is estimated to be Thirty Thousand Dollars (\$30,000.) annually, prorated for periods of less than one (1) year on the basis of Two Thousand Five Hundred Dollars (\$2,500.) per month.
4. This Exhibit A may be modified as provided by Section 12 of this Agreement.

Exhibit A, Revision No. 2  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS  
San Carlos Irrigation Project

The Parties have caused this Exhibit A, Revision No. 2, to Interagency Agreement  
No. DE-ME65-82WP39262 to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By   
Title J. Tyler Carlson  
Regional Manager  
Address Desert Southwest Regional Office  
P.O. Box 6457  
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FOR SAN CARLOS IRRIGATION PROJECT

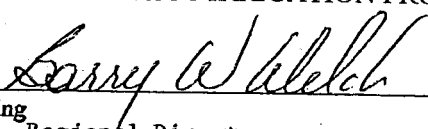
By   
Acting  
Title Regional Director  
Address Department of the Interior  
Bureau of Indian Affairs  
Western Regional Office  
P.O. Box 10  
Phoenix, Arizona

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

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Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

**OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP,  
AND FINANCIAL RESPONSIBILITY OF  
LONE BUTTE SUBSTATION**

1. This EXHIBIT A, made this 23rd day of February, 1996, to be effective under and as a part of Interagency Agreement No. DE-ME65-82WP39262 (Agreement), dated November 9, 1987, shall become effective upon its execution and supersedes Exhibit A dated November 9, 1987. This Exhibit A shall remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A shall be terminated by the expiration of the Contract.
2. The operation, maintenance, replacement, ownership, and financial responsibilities of facilities at Indian Affairs' Lone Butte Substation shall be as follows:

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
One (1) 115/69-kV power transformer, 12/16/20 MVA, OA, FOA, with load tap changer and lightning arrestors (Serial No. C-02737-S-2)	Western	Western	BIA	BIA
One (1) 115-kV power circuit breaker No. 362				
One (1) 69-kV power circuit breaker No. 252 and associated disconnect switch Nos. 251, 253, and 255				

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Station service transformer and associated disconnect fuse No. 953	Western	Western	BIA	BIA
Control building				
Substation site including fence and yard				
Three (3) 230/115-kV metering accuracy capacitive coupled potential transformers. Three (3) 230-kV high-side metering Cts				
Batteries and battery charger				
Control and relay panels				
Buswork (except as noted on page 3) and associated arrestors, concrete pads and foundations, structures, and any other related equipment				
All relaying, transducers, and control wiring				
Three (3) 230-kV gang-operated disconnect Nos. 361, 363, and 369				

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

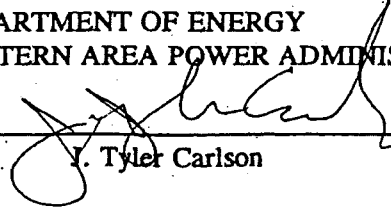
Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Phoenix-Maricopa Transmission Line takeoff structures, circuit interrupter switch Nos. 161 and 261, intervening buswork, support structures and foundations	Western	Western	Western	BIA
Carrier bypass, which includes two (2) carrier traps, two (2) coupling capacitors, and one (1) line tuner				
Remote terminal unit and cillary equipment				
Communication equipment, which includes two (2) antennas, MUX, radio, telephone, and microwave equipment				
Liberty-Coolidge Transmission Line takeoff structures, intervening buswork, support structures, and foundations	Western	Western	Western	Western
Revenue metering equipment				

3. In accordance with Section 7.2 of this Agreement, the routine operation and maintenance charge is estimated to be thirty thousand dollars (\$30,000) annually, prorated for periods of less than one (1) year on the basis of two thousand five hundred dollars (\$2,500) per month.
4. This Exhibit A may be modified as provided by Section 12 of this Agreement.

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

IN WITNESS WHEREOF, the Parties have caused this Exhibit A, Revision No. 1, to  
Interagency Agreement No. DE-ME65-82WP39262 to be executed the date first written  
above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By 

J. Tyler Carlson

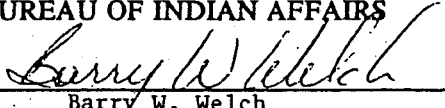
Title Regional Manager

Address Desert Southwest Regional Office

P.O. Box 6457

Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

By 

Barry W. Welch

Title ACTING AREA DIRECTOR

Address Department of the Interior  
Bureau of Indian Affairs

Phoenix Area Office

P. O. Box 10

Phoenix, Arizona 85001

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

The diagram illustrates the electrical configuration of the Lone Butte LOB. On the left, a vertical line represents the Phoenix 115 KV bus, with labels "PHOENIX 115 KV" and "261 181". A horizontal line connects this bus to the Lone Butte LOB through a series of components labeled "261" and "181". Inside the Lone Butte LOB, there is a "MAIN BUS 69 KV". Three breakers are shown: "253" (top), "251" (bottom), and "252" (middle). Two transformers are connected to the main bus: "362" (left) and "363" (right). The transformer "362" has a label "12/18/20 MVA 115/69 KV LTC" below it. Three outgoing feeders are shown: "FUTURE 69 KV", "PIMA CHANDLER 69 KV", and "COTTON GIN FUTURE 69 KV". There are also "STATION SERVICE" connections and other internal wiring details.

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

**OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP,  
AND FINANCIAL RESPONSIBILITY OF  
LONE BUTTE SUBSTATION**

1. This EXHIBIT A, made this 23rd day of February, 1996, to be effective under and as a part of Interagency Agreement No. DE-ME65-82WP39262 (Agreement), dated November 9, 1987, shall become effective upon its execution and supersedes Exhibit A dated November 9, 1987. This Exhibit A shall remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A shall be terminated by the expiration of the Contract.
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Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
One (1) 115/69-kV power transformer, 12/16/20 MVA, OA, FOA, with load tap changer and lightning arrestors (Serial No. C-02737-S-2)	Western	Western	BIA	BIA
One (1) 115-kV power circuit breaker No. 362				
One (1) 69-kV power circuit breaker No. 252 and associated disconnect switch Nos. 251, 253, and 255				

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Station service transformer and associated disconnect fuse No. 953	Western	Western	BIA	BIA
Control building				
Substation site including fence and yard				
Three (3) 230/115-kV metering accuracy capacitive coupled potential transformers. Three (3) 30-kV high-side metering Cts				
Batteries and battery charger				
Control and relay panels				
Buswork (except as noted on page 3) and associated arrestors, concrete pads and foundations, structures, and any other related equipment				
All relaying, transducers, and control wiring				
Three (3) 230-kV gang-operated disconnect Nos. 361, 363, and 369				

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

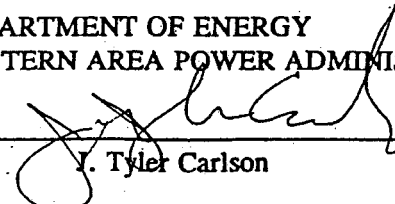
Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Phoenix-Maricopa Transmission Line takeoff structures, circuit interrupter switch Nos. 161 and 261, intervening buswork, support structures and foundations	Western	Western	Western	BIA
Carrier bypass, which includes two (2) carrier traps, two (2) coupling capacitors, and one (1) line tuner				
Remote terminal unit and cillary equipment				
Communication equipment, which includes two (2) antennas, MUX, radio, telephone, and microwave equipment				
Liberty-Coolidge Transmission Line takeoff structures, intervening buswork, support structures, and foundations	Western	Western	Western	Western
Revenue metering equipment				

3. In accordance with Section 7.2 of this Agreement, the routine operation and maintenance charge is estimated to be thirty thousand dollars (\$30,000) annually, prorated for periods of less than one (1) year on the basis of two thousand five hundred dollars (\$2,500) per month.
4. This Exhibit A may be modified as provided by Section 12 of this Agreement.

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-82WP39262  
BUREAU OF INDIAN AFFAIRS

IN WITNESS WHEREOF, the Parties have caused this Exhibit A, Revision No. 1, to  
Interagency Agreement No. DE-ME65-82WP39262 to be executed the date first written  
above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By  \_\_\_\_\_  
J. Tyler Carlson

Title Regional Manager

Address Desert Southwest Regional Office

P.O. Box 6457

Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

By  \_\_\_\_\_  
Barry W. Welch

Title ACTING AREA DIRECTOR

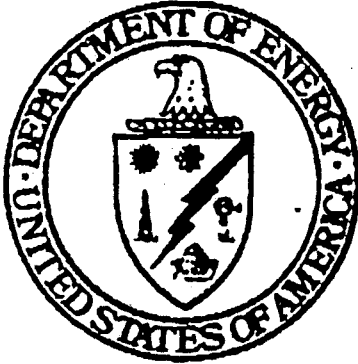
Department of the Interior  
Bureau of Indian Affairs

Address Phoenix Area Office

P. O. Box 10

Phoenix, Arizona 85001

**2**



AUTHENTICATED COPY

*Firm Power  
Contractors*

United States  
Department of Energy

WESTERN AREA  
POWER ADMINISTRATION

Phoenix Area

# CONTRACT

CONTRACT NO. 94-PAO-10592 *R*

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
PARKER-DAVIS PROJECT  
SALT LAKE CITY AREA INTEGRATED PROJECTS

AND

FIRM POWER CONTRACTORS

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

A6000 authorization dated 09-16-94

A6100 Recommendation included

Initials JR 10-03-94

AUTHENTICATED COPY

**AUTHENTICATED COPY**

**CONTRACT NO. 94-PA0-10592**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
PARKER-DAVIS PROJECT  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

**AND**

**FIRM POWER CONTRACTORS**

**FOR**

**INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS**

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	Service Schedule A	

AUTHENTICATED COPY

CONTRACT NO. 94-PAO-10592

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
PARKER-DAVIS PROJECT  
SALT LAKE CITY AREA INTEGRATED PROJECTS

AND

FIRM POWER CONTRACTORS

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

1. PREAMBLE: This Contract is made this 27<sup>th</sup> day of SEPTEMBER, 1994, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1939 (53 Stat. 1187); May 28, 1954 (68 Stat. 143); April 11, 1956 (70 Stat. 105); and August 4, 1977 (91 Stat. 565); and acts amendatory or supplementary to the foregoing Acts; between and among the UNITED STATES OF AMERICA acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract, or a duly appointed successor hereinafter called Contracting Officer; and the Ak-Chin Indian Community, a federally recognized Indian community ("Ak-Chin"); Electrical District Number One ("ED1"); Electrical District Number Three ("ED3"); Electrical District Number Four ("ED4"); Electrical District Number Five, Pinal County ("ED5"); Electrical District Number Six ("ED6"); Electrical District Number Seven ("ED7"); Maricopa Water District ("MWD"); Ocotillo Water Conservation District ("OWCD"); Roosevelt Irrigation

District ("RID"), and Wellton-Mohawk Irrigation and Drainage District ("W-MIDD"). Additional long-term electric service contractors or subcontractors of Western may become Parties to this Contract.

2. EXPLANATORY RECITALS:

2.1 Each of the Original Contracting Parties has entered into a contract with Western for firm electric service from the Salt Lake City Area Integrated Projects (SLCA/IP). In addition, ED1, ED3, and W-MIDD have each entered into a contract with Western for firm electric service from the Parker-Davis Project (P-DP). Each of the Original Contracting Parties also has contractual rights providing for transmission of SLCA/IP and P-DP power, as applicable.

2.2 Seasonal administrative reallocation of Federal power by Western among the Parties will result in greater efficiencies and more economic use and dispatch of the Parties' SLCA/IP and P-DP resources.

2.3 The Parties may desire to purchase non-firm energy from Western and to have Western provide scheduling services for Supplemental Power on behalf of the Parties to serve the Parties' loads and supplement Federal resources. Supplemental Power, and purchases of non-firm energy from Western may provide an additional opportunity for integrated resource scheduling. Additionally, Western is expected to implement a program for replacement or displacement power for SLCA/IP resource adjustments as a result of changes in dam operations. If permitted by such program, the Parties may utilize Supplemental Power for such replacement or displacement power.

3. AGREEMENT: The Parties and Western agree to the terms and conditions set forth herein.

1 4. DEFINITIONS: For purposes of this Contract, the terms set forth below have  
2 the following meanings:

3 4.1 Additional Parties: Entities becoming Parties to this Contract  
4 after the effective date, pursuant to Section 14 hereof.

5 4.2 Administrative Agent: The entity whom the Parties designate to  
6 act on their behalf in the performance of this Contract.

7 4.3 Billing Period: A period of one calendar month.

8 4.4 Contract Season: The Winter Season or Summer Season as defined  
9 in a Party's P-DP Contract and/or SLCA/IP Contract, as applicable.

10 4.5 Integrated Scheduling Agreement: The Integrated Scheduling  
11 Agreement dated October 1, 1994, among the Original Contracting Parties, as  
12 that agreement may be amended from time-to-time and as Parties are added to  
13 or terminated from that agreement.

4 4.6 Monthly Capacity: The quantity of firm capacity expressed in  
15 kilowatts (kW) that Western is committed to supply and each Party is  
16 entitled to receive each month pursuant to that Party's P-DP Contract  
17 and/or SLCA/IP Contract.

18 4.7 Monthly Energy: The quantity of firm energy expressed in  
19 kilowatt hours (kWh) that Western is committed to supply and each Party is  
20 entitled to receive each month pursuant to that Party's P-DP Contract  
21 and/or SLCA/IP Contract.

22 4.8 Original Contracting Parties: Ak-Chin, ED1, ED3, ED4, ED5,  
23 ED6, ED7, MWD, OWCD, RIO, and W-MIDD.

24 4.9 Parties: The Original Contracting Parties and Additional  
25 Parties, less any terminated Party(s).

26

27

28

1           4.10 P-DP Contract: A contract with Western for firm electric  
2 service from the Parker-Davis Project.

3           4.11 Point(s) of Delivery: Those point(s) of delivery designated in  
4 Exhibit A of each Party's P-DP Contract and/or SLCA/IP Contract, where P-DP  
5 and/or SLCA/IP resources are delivered to the Party, the Party's  
6 transmission agent or Western's transmission agent. Points of Delivery  
7 also include the point(s) of delivery designated in contracts for any  
8 Supplemental Power.

9           4.12 Request for Administrative Reallocation: The document provided  
10 by the Administrative Agent requesting seasonal administrative reallocation  
11 of Federal power among the Parties.

12           4.13 SLCA/IP Contract: A contract with Western for firm electric  
13 service from the Salt Lake City Area Integrated Projects.

14           4.14 Seasonal Energy Entitlement: The quantity of firm energy  
15 expressed in kWh that Western is committed to supply and a Party is  
16 entitled to receive each Winter Season and each Summer Season pursuant to a  
17 Party's P-DP Contract and/or SLCA/IP Contract.

18           4.15 Supplemental Power: Capacity and/or energy that the Parties  
19 acquire from third parties and is scheduled by Western.

20 5. TERM OF CONTRACT:

21           5.1 This Contract shall become effective October 1, 1994, and  
22 subject to prior termination as otherwise provided herein, shall remain in  
23 effect until midnight, September 30, 2004.

24           5.2 This Contract may be terminated by Western at the end of any  
25 Contract Season no less than ninety (90) days after written notice of  
termination is provided to the Administrative Agent.

1           5.3 Any Party may terminate its status as a Party to this Contract  
2 at the end of any Contract Season by giving ninety (90) days written notice  
3 of termination to Western and the Administrative Agent.

4           5.4 Participation in this Contract is contingent upon a Party's  
5 status as a Party to the Integrated Scheduling Agreement. Termination of a  
6 Party's status under the Integrated Scheduling Agreement results in the  
7 termination of a Party's status under this Contract at the end of any  
8 Contract Season. The notice of such termination shall be given to Western  
9 in writing by the Administrative Agent.

10          5.5 Upon termination of this Contract or termination of a Party's  
11 status under the Integrated Scheduling Agreement, all obligations incurred  
12 by Western or any Party pursuant to this Contract shall survive until  
13 satisfied.

14 **6. AUTHORITY OF ADMINISTRATIVE AGENT:**

15          6.1 Each Party to this Contract warrants that the Administrative  
16 Agent is authorized to act on its behalf with respect to those matters  
17 provided for in this Contract which are the functions and responsibilities  
18 of the Administrative Agent and to bind the Party represented.

19          6.2 The Parties will provide Western in writing the name of the  
20 Parties' designated Administrative Agent. The Parties may change  
21 designation of Administrative Agent by written notice to Western.

22 **7. ADMINISTRATIVE REALLOCATION OF POWER AMONG THE PARTIES:**

23          7.1 The Administrative Agent may request Western to  
24 administratively reallocate Federal power among the Parties for a Contract  
25 Season. The Request for Administrative Reallocation shall be provided to  
26 Western at least ninety (90) days prior to the beginning of a Contract Season.

1           7.2 Western shall notify the Administrative Agent sixty (60) days  
2 prior to the Contract Season of any limitations described in Section 10  
3 hereof that may impair Western's approval of the Request for Administrative  
4 Reallocation. The Administrative Agent and Western shall work together to  
5 eliminate any such limitations to the extent practicable.

6           7.3 No less than thirty (30) days prior to a Contract Season,  
7 Western shall approve or disapprove the Request for Administrative  
8 Reallocation. Subject to the limitations described in Section 10 hereof,  
9 approval of a Request for Administrative Reallocation shall not be  
10 unreasonably withheld by Western.

11           7.4 The request for Administrative Reallocation shall list by  
12 contract, each Party's requested administrative reallocation of the  
13 respective Monthly Capacity, Monthly Energy, and Seasonal Energy  
14 Entitlements.

15           7.5 The Exhibit A of each Party's firm electric service contract  
16 shall be amended, in a form mutually agreed to by Western and the Parties,  
17 to refer to the approved Request for Administrative Reallocation to  
18 identify the Monthly Capacity and Monthly Energy that is substituted for  
19 the Monthly Capacity and Monthly Energy set forth in each Party's Exhibit  
20 A. If no Request for Administrative Reallocation is submitted or a Request  
21 for Administrative Reallocation is disapproved, the Monthly Capacity and  
22 Monthly Energy for the relevant Contract Season shall be as set forth in  
23 the Party's Exhibit A.

- 24 8. INTEGRATED SEASONAL SCHEDULING: Subject to the limitations set forth in  
25 Section 10 hereof, the Administrative Agent may schedule and Western shall  
26 deliver the Parties' Monthly Capacity and/or Monthly Energy to such

1 Parties, in such amounts and to such Point(s) of Delivery as are designated  
2 in the approved Request for Administrative Reallocation.

3 9. BILLING AND PAYMENT:

4 9.1 Western shall bill the Parties in accordance with the General  
5 Power Contract Provisions (GPCP) made a part of this Contract under Section  
6 20 hereof, based upon the approved Request for Administrative Reallocation.

7 9.2 Nonpayment of bills in full when due will be considered in the  
8 manner set forth in the GPCP. Each Party will be held separately  
9 accountable for any late charges occurring as a result of alternate payment  
10 methods.

11 9.3 Each Party's obligation to pay Western shall be based on the  
12 amount of capacity and energy set forth in the approved Request for  
13 Administrative Reallocation.

14 10. LIMITATIONS: Western's obligation to deliver the firm electric service  
15 described in Section 7 hereof is subject to the following limitations:

16 10.1 The Parties' SLCA/IP Contracts shall govern the terms and  
17 conditions with respect to SLCA/IP resources.

18 10.2 The Parties' P-DP Contracts shall govern the terms and  
19 conditions with respect to P-DP resources.

20 10.3 The delivery of administratively reallocated power at the  
21 Point(s) of Delivery is limited to the available capacity of the  
22 substations and transmission facilities.

23 10.4 SLCA/IP power shall only be scheduled and delivered to Parties  
24 that have a SLCA/IP Contract.

25 10.5 P-DP power shall only be scheduled and delivered to the Parties  
26 that have a P-DP Contract.

1           10.6 The SLCA/IP Monthly Capacity and SLCA/IP Monthly Energy  
2 scheduled by the Administrative Agent for any Billing Period shall not  
3 exceed the sum of the Parties' SLCA/IP Monthly Capacity, and SLCA/IP  
4 Monthly Energy, respectively, for such Billing Period; and

5           10.7 The P-DP Monthly Capacity and P-DP Monthly Energy scheduled by  
6 the Administrative Agent for any Billing Period shall not exceed the sum of  
7 the Parties' P-DP Monthly Capacity, and P-DP Monthly Energy, respectively,  
8 for such Billing Period.

9 11. SEASONAL EXCHANGES: The Parties' P-DP Contract and SLCA/IP Contract allows  
0 for the seasonal exchange of energy and/or capacity among Western's firm  
1 electric service contractors for the respective resources. The  
2 Administrative Agent may request Western to provide such exchanges of  
3 capacity and energy between the Parties and other Western firm electric  
4 service contractors. When the Parties are involved with such exchanges,  
5 the exchanged energy and/or capacity will be incorporated into the approved  
6 Request for Administrative Reallocation as established by this Contract.

7 12. SUPPLEMENTAL POWER TRANSACTIONS:

8           12.1 At the request of the Administrative Agent, Western shall, at  
9 the expense of the Parties, provide scheduling and dispatching services for  
0 Supplemental Power acquired by the Parties from others.

1           12.2 The Parties shall enter into agreements with third parties for  
2 the purchase of Supplemental Power. The Parties shall be responsible for  
3 obtaining a transmission path to deliver the Supplemental Power scheduled  
4 by Western on behalf of the Parties to the Parties' electric systems.

5           12.3 At the Administrative Agent's request, Western will monitor the  
6 short-term energy market and schedule Supplemental Power on behalf of the

1 Parties if energy is available to meet the Parties' forecasted hourly  
2 loads. Western will only schedule Supplemental Power from third parties  
3 with which the Parties have entered into agreements that allow for such  
4 scheduling by Western. Western will not initiate scheduling of  
5 Supplemental Power from third parties without copies of written agreements  
6 between the Parties and such third parties.

7 12.4 The Administrative Agent shall determine a maximum price for  
8 Supplemental Power for Western to schedule on behalf of the Parties. The  
9 Administrative Agent shall provide the maximum Supplemental Power price to  
10 Western's dispatchers and schedulers in writing, and such shall remain the  
11 price of record until Western is notified in writing of any change.

12 12.5 The Administrative Agent shall establish the maximum amount of  
13 Supplemental Power to be scheduled by Western on behalf of the Parties for  
14 each hourly period and/or for each Billing Period as mutually agreed by  
15 Western's schedulers and the Administrative Agent.

16 12.6 Western will ascertain on a daily basis the availability and  
17 cost of Supplemental Power from third-party suppliers with which the  
18 Parties have entered into agreements to purchase Supplemental Power.  
19 Western will schedule Supplemental Power up to the maximum amount of  
20 Supplemental Power requested by the Administrative Agent from the lowest-  
21 priced sources that can be purchased at costs less than or equal to the  
22 maximum price for Supplemental Power specified by the Administrative Agent.

23 12.7 Western shall not be liable in the event that Supplemental  
24 Power is scheduled in excess of the Parties' hourly loads. If Supplemental  
25 Power is scheduled which does exceed the Parties' hourly loads, the Parties  
26 shall be responsible for paying for the cost of such excess Supplemental  
27

1 Power. Western also accepts no liability in the event that Western is  
2 unable to schedule enough Supplemental Power to meet the Parties' loads,  
3 and the Parties shall withstand any losses incurred by any deficiency in  
4 schedules.

5 12.8 Western will issue monthly statements to the Administrative  
6 Agent for Supplemental Power transactions. The monthly statements shall  
7 indicate the price, transmission costs, and the amount scheduled to each  
8 Party. The price shall be the actual price agreed to by Western at the  
9 time of the schedule.

10 12.9 As compensation to Western for the scheduling services provided  
11 to the Parties pursuant to this section, the Parties shall pay a scheduling  
12 service charge based upon the charge then in effect for such services as  
13 specified in Service Schedule A hereof, or under any applicable rate  
14 schedule promulgated by Western in the future pursuant to the GPCP. The  
15 applicable rate schedule, as amended or supplemented from time-to-time,  
16 shall be attached to this Contract and shall be made a part hereof; and  
17 Service Schedule A shall be modified as appropriate. The service charge  
18 shall be based upon the formula in Service Schedule A, and shall be agreed  
19 to by the Administrative Agent and Western prior to Western's scheduling  
20 energy and shall be added to each Party's monthly electric service bill in  
21 accordance with instructions from the Administrative Agent.

2 13. NON-FIRM ENERGY:

3 13.1 Western may sell non-firm energy, if available, to the Parties  
4 upon the request of the Administrative Agent at mutually agreeable point(s)  
5 of delivery, subject to available capacity of substation and transmission  
6 facilities.

13.2 Western shall deliver such non-firm energy to the Parties in amounts and during hours as negotiated with the Administrative Agent at the time of purchase. Purchased energy shall be accounted for on the basis of final schedules. The price for non-firm energy shall be mutually agreed to in advance by Western and the Administrative Agent.

14. ADDITIONAL PARTIES: Other Western long-term electric service contractors or subcontractors may become Additional Parties to this Contract, subject to the written consent of Western and the then existing Parties and the execution of an Additional Party amendment. The consent of the then existing Parties shall be evidenced by the Administrative Agent's written approval of an Additional Party amendment.
15. ACKNOWLEDGEMENTS: Western and the Parties agree that the administrative reallocation of P-DP resources and/or SLCA/IP resources pursuant to this Contract is not evidence that any Party no longer has a need for all or any portion of its P-DP and/or SLCA/IP contract entitlements.
16. INTERGOVERNMENTAL CONTRACT: Each Party that is a "public agency," as that term is defined A.R.S. § 11-951 has submitted this Contract to its attorney to determine that the Contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such Party.
17. SIGNATURE IN COUNTERPARTS: This Contract may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original Contract as if all Parties had signed the same document. The Administrative Agent shall deliver each Party's executed counterpart to Western and Western shall distribute conformed copies of the signed counterpart to the Administrative Agent.

- 1 18. SEVERABILITY: To the extent any provision of this Contract is found by a  
2 court of competent jurisdiction to be unenforceable, such provision is  
3 severable from the remainder of the Contract, which shall remain in full  
4 force and effect.
- 5 19. AUTHORITY: The Contracting Officer and each person executing this Contract  
6 on behalf of a Party are duly authorized to enter into this Contract on  
7 behalf of and to bind the entity represented.
- 8 20. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions  
9 effective January 3, 1989, attached hereto, are hereby made a part of this  
10 Contract the same as if they had been expressly set forth herein; Provided,  
11 That Articles 19 through 27 shall not be applicable hereto.
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1 IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
2 No. 94-PAD-10592, to be executed the date first written above.  
3

4 WESTERN AREA POWER ADMINISTRATION

5 By J. Tyler Carlson  
6

7 Title Area Manager

8 Address Phoenix Area

9 P.O. Box 6457

10 Phoenix, AZ 85005-6457  
11

12 AK-CHIN INDIAN COMMUNITY  
13

14 By \_\_\_\_\_

15 Title \_\_\_\_\_

16 Address 42507 West Peters and Nall

17 Maricopa, AZ 85239  
18  
19

20 ELECTRICAL DISTRICT NUMBER FOUR,  
21 PINAL COUNTY

22 By \_\_\_\_\_

23 Title \_\_\_\_\_

24 Address P.O. Box 605

25 Eloy, AZ 85231  
26  
27  
28

ELECTRICAL DISTRICT NUMBER ONE

By W.A. Dunn

Title Chairman

Address P.O. Box 870

Stanfield, AZ 85272

ELECTRICAL DISTRICT NUMBER THREE

By W.A. Dunn

Title Chairman

Chairman  
Address P.O. Box 870

Stanfield, AZ 85272

ELECTRICAL DISTRICT NUMBER FIVE,  
PINAL COUNTY

By \_\_\_\_\_

Title \_\_\_\_\_

Address P.O. Box 1008

Red Rock, AZ 85245

1 IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
2 No. 94-PAO-10592, to be executed the date first written above.  
3

4 WESTERN AREA POWER ADMINISTRATION

ELECTRICAL DISTRICT NUMBER ONE

5 By \_\_\_\_\_  
6 J. Tyler Carlson

By \_\_\_\_\_

7 Title Area Manager

Title \_\_\_\_\_

8 Address Phoenix Area

Address P.O. Box 870

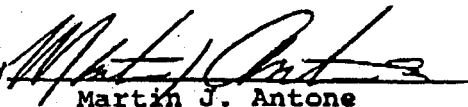
9 P.O. Box 6457

Stanfield, AZ 85272

10 Phoenix, AZ 85005-6457

11  
12 AK-CHIN INDIAN COMMUNITY

ELECTRICAL DISTRICT NUMBER THREE

13  
14 By   
Martin J. Antone

By \_\_\_\_\_

15 Title Tribal Chairman

Title \_\_\_\_\_

16 Address 42507 West Peters and Nall

Address P.O. Box 870

17 Maricopa, AZ 85239

Stanfield, AZ 85272

18  
19  
20 ELECTRICAL DISTRICT NUMBER FOUR,  
21 PINAL COUNTY

ELECTRICAL DISTRICT NUMBER FIVE,  
PINAL COUNTY

22 By \_\_\_\_\_

By \_\_\_\_\_

23 Title \_\_\_\_\_

Title \_\_\_\_\_

24 Address P.O. Box 605

Address P.O. Box 1008

25 Eloy, AZ 85231

Red Rock, AZ 85245

1 IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
2 No. 94-PAO-10592, to be executed the date first written above.  
3

4 WESTERN AREA POWER ADMINISTRATION

ELECTRICAL DISTRICT NUMBER ONE

5 By \_\_\_\_\_  
6 J. Tyler Carlson

By \_\_\_\_\_

7 Title Area Manager

Title \_\_\_\_\_

8 Address Phoenix Area

Address P.O. Box 870

9 P.O. Box 6457

Stanfield, AZ 85272

10 Phoenix, AZ 85005-6457

11  
12 AK-CHIN INDIAN COMMUNITY

ELECTRICAL DISTRICT NUMBER THREE

13  
14 By \_\_\_\_\_

By \_\_\_\_\_

15 Title \_\_\_\_\_

Title \_\_\_\_\_

16 Address 42507 West Peters and Hall

Address P.O. Box 870

17 Maricopa, AZ 85239

Stanfield, AZ 85272

18  
19  
20 ELECTRICAL DISTRICT NUMBER FOUR,  
21 PINAL COUNTY

ELECTRICAL DISTRICT NUMBER FIVE,  
PINAL COUNTY

22 By Paul Pearce

By \_\_\_\_\_

23 Paul Pearce

24 Title Chairman

Title \_\_\_\_\_

25 Chairman

Address P.O. Box 605

Address P.O. Box 1008

26 Eloy, AZ 85231

Red Rock, AZ 85245

IN WITNESS WHEREOF, the Parties and Western have caused this Contract No. 94-PAO-10592, to be executed the date first written above.

WESTERN AREA POWER ADMINISTRATION

By J. Tyler Carlson

Title Area Manager

Address Phoenix Area

P.O. Box 6457

Phoenix, AZ 85005-6457

**AK-CHIN INDIAN COMMUNITY**

By \_\_\_\_\_

**Title** \_\_\_\_\_

**Address 42507 West Peters and Nail**

Maricopa, AZ 85239

**ELECTRICAL DISTRICT NUMBER FOUR,  
PINAL COUNTY**

By \_\_\_\_\_

**Title** \_\_\_\_\_

Address P.O. Box 605

Eloy, AZ 85231

**ELECTRICAL DISTRICT NUMBER ONE**

By \_\_\_\_\_

Title \_\_\_\_\_

Address P.O. Box 870

Stanfield, AZ 85272

**ELECTRICAL DISTRICT NUMBER THREE**

**By** \_\_\_\_\_

**Title.** \_\_\_\_\_

Address P.O. Box 870

Stanfield, AZ 85272

**ELECTRICAL DISTRICT NUMBER FIVE,  
PINAL COUNTY**

By LEHMAN

**R.G., Pearce**

Title Chadron

**Chairman**

Address P.O. Box 1008

Red Rock, AZ 85245

1 ELECTRICAL DISTRICT NUMBER SIX

2 By William D. Baker

3 William D. Baker

4 Title Asst. Secy

Assistant Secretary

5 Address P.O. Box 16450

6 Phoenix, AZ 85011

8 MARICOPA WATER DISTRICT

9 By \_\_\_\_\_

10 Title \_\_\_\_\_

11 Address P.O. Box 900

12 Waddell, AZ 85355

13 ROOSEVELT IRRIGATION DISTRICT

14 By \_\_\_\_\_

15 Title \_\_\_\_\_

16 Address 103 West Baseline

17 Buckeye, AZ 85236

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_

Address 14629 West Peoria Avenue

Waddell, AZ 85335

OCOTILLO WATER CONSERVATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address c/o Bogle Farms

P.O. Box Drawer 490

Chandler, AZ 85244

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

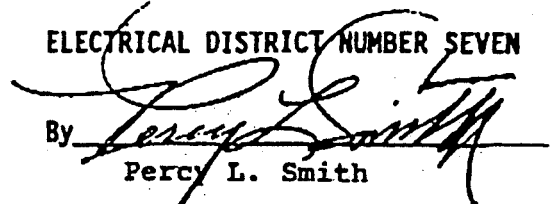
Address 30570 Wellton-Mohawk Drive

Wellton, AZ 85356

1 ELECTRICAL DISTRICT NUMBER SIX  
2  
3 By \_\_\_\_\_  
4 Title \_\_\_\_\_  
5 Address P.O. Box 16450  
6 Phoenix, AZ 85011  
7

8 MARICOPA WATER DISTRICT  
9  
10 By \_\_\_\_\_  
11 Title \_\_\_\_\_  
12 Address P.O. Box 900  
13 Waddell, AZ 85355  
14

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17 ROOSEVELT IRRIGATION DISTRICT  
18  
19 By \_\_\_\_\_  
20 Title \_\_\_\_\_  
21 Address 103 West Baseline  
22 Buckeye, AZ 85236  
23  
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26

ELECTRICAL DISTRICT NUMBER SEVEN  
By   
Percy L. Smith  
Title Chairman  
Address 14629 West Peoria Avenue  
Waddell, AZ 85335

OCOTILLO WATER CONSERVATION DISTRICT  
  
By \_\_\_\_\_  
  
Title \_\_\_\_\_  
Address c/o Bogle Farms  
P.O. Box Drawer 490  
Chandler, AZ 85244


WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT  
  
By \_\_\_\_\_  
  
Title \_\_\_\_\_  
Address 30570 Wellton-Mohawk Drive  
Wellton, AZ 85356

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ELECTRICAL DISTRICT NUMBER SIX

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address P.O. Box 16450  
Phoenix, AZ 85011

MARICOPA WATER DISTRICT

By   
Title General Manager  
Address P.O. Box 900  
Waddell, AZ 85355

ROOSEVELT IRRIGATION DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address 103 West Baseline  
Buckeye, AZ 85236

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address 14629 West Peoria Avenue  
Waddell, AZ 85335

OCOTILLO WATER CONSERVATION DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address c/o Bogle Farms  
P.O. Box Drawer 490  
Chandler, AZ 85244

WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address 30570 Wellton-Mohawk Drive  
Wellton, AZ 85356

1 ELECTRICAL DISTRICT NUMBER SIX

2 By \_\_\_\_\_

3  
4 Title \_\_\_\_\_

5 Address P.O. Box 16450  
6 Phoenix, AZ 85011

8 MARICOPA WATER DISTRICT

9  
10 By \_\_\_\_\_

11 Title \_\_\_\_\_  
12 Address P.O. Box 900  
13 Waddell, AZ 85355

15 ROOSEVELT IRRIGATION DISTRICT

16 By \_\_\_\_\_

17 Title \_\_\_\_\_  
18 Address 103 West Baseline  
19 Buckeye, AZ 85236

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_  
Address 14629 West Peoria Avenue  
Waddell, AZ 85335

OCOTILLO WATER CONSERVATION DISTRICT

By Jackson Bogle

Title President  
Address c/o Bogle Farms  
P.O. Box Drawer 490  
Chandler, AZ 85244

WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_  
Address 30570 Wellton-Mohawk Drive  
Wellton, AZ 85356

1 ELECTRICAL DISTRICT NUMBER SIX  
2  
3 By \_\_\_\_\_  
4 Title \_\_\_\_\_  
5 Address P.O. Box 16450  
6 Phoenix, AZ 85011  
7  
8 MARICOPA WATER DISTRICT  
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10 By \_\_\_\_\_  
11 Title \_\_\_\_\_  
12 Address P.O. Box 900  
13 Waddell, AZ 85355  
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17 ROOSEVELT IRRIGATION DISTRICT  
18  
19 By W. Bruce Heiden  
20 W. Bruce Heiden  
21 Title President  
22 Address 103 West Baseline  
23 Buckeye, AZ 85236  
24  
25  
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28

ELECTRICAL DISTRICT NUMBER SEVEN  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address 14629 West Peoria Avenue  
Waddell, AZ 85335

OCOTILLO WATER CONSERVATION DISTRICT  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address c/o Bogle Farms  
P.O. Box Drawer 490  
Chandler, AZ 85244

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address 30570 Wellton-Mohawk Drive  
Wellton, AZ 85356

1 ELECTRICAL DISTRICT NUMBER SIX

2 By \_\_\_\_\_

3  
4 Title \_\_\_\_\_

5 Address P.O. Box 16450

6 Phoenix, AZ 85011

7  
8 MARICOPA WATER DISTRICT

9  
10 By \_\_\_\_\_

11 Title \_\_\_\_\_

12 Address P.O. Box 900

13 Waddell, AZ 85355

14  
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16  
17 ROOSEVELT IRRIGATION DISTRICT

18 By \_\_\_\_\_

19 Title \_\_\_\_\_

20 Address 103 West Baseline

21 Buckeye, AZ 85236

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_

Address 14629 West Peoria Avenue

Waddell, AZ 85335

OCOTILLO WATER CONSERVATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address c/o Bogle Farms

P.O. Box Drawer 490

Chandler, AZ 85244

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By C. L. Gould 

Title Secretary of the Board

Address 30570 Wellton-Mohawk Drive

Wellton, AZ 85356

**SERVICE SCHEDULE A**  
(Scheduling Service Charges)

1. This Service Schedule A to be effective under and as a part of Contract No. 94-PAO-10592, shall become effective on October 1, 1994; and shall remain in effect until either superseded by another Service Schedule A or termination of the Contract.
2. The Firm Power Contractors through their designated Administrative Agent shall pay a charge for scheduling services in the amount agreed upon by Western and the Administrative Agent prior to Western's scheduling energy. The amount will be based on the following formula:

Scheduling Service Charge = [(average number of Western dispatchers/hr/yr)\*  
(annual mid-salary range for dispatchers + associated direct expense)\*  
estimated hours in the year needed to provide service under the  
Contract] / 12 months.

3. Western shall provide a worksheet to the Administrative Agent showing the factors used in determining the charge for scheduling services.

3



AUTHENTICATED COPY

United States  
Department of Energy

WESTERN AREA  
POWER ADMINISTRATION

Phoenix Area

# CONTRACT

AMENDMENT NO. 1

TO

CONTRACT NO. 95-PAO-10592

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SALT LAKE CITY AREA INTEGRATED PROJECTS  
PARKER-DAVIS PROJECT

AND

ALL OTHER PARTIES TO THE ORIGINAL CONTRACT

AND

SAN CARLOS IRRIGATION PROJECT

AND

CITY OF SAFFORD

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

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AMENDMENT NO. 1

TO

CONTRACT NO. 95-PAO-10592

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SALT LAKE CITY AREA INTEGRATED PROJECTS  
PARKER-DAVIS PROJECT

AND

ALL OTHER PARTIES TO THE ORIGINAL CONTRACT

AND

SAN CARLOS IRRIGATION PROJECT

AND

CITY OF SAFFORD

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

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28

AMENDMENT NO. 1

TO

CONTRACT NO. 95-PAO-10592

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SALT LAKE CITY AREA INTEGRATED PROJECTS  
PARKER-DAVIS PROJECT

AND

ALL OTHER PARTIES TO ORIGINAL CONTRACT

AND

SAN CARLOS IRRIGATION PROJECT

AND

CITY OF SAFFORD

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

1. **PREAMBLE:** This Contract Amendment is made this 31 day of October, 1995, between the UNITED STATES OF AMERICA, Western Area Power Administration (Western), all other Parties to Contract No. 94-PAO-10592, (Integrated Transactions Contract) hereinafter referred to as the "Original Contract", and the United States of America, Department of Interior, Bureau of Indian Affairs, acting on behalf of the San Carlos Irrigation Project (SCIP), and the City of Safford (Safford), a municipal corporation and political subdivision of the State of Arizona, pursuant to

1 the same authorities and subject to all of the provisions of  
2 the Original Contract, except as herein amended.

3 2. EXPLANATORY RECITAL:

4 2.1 Western and the other Parties have entered into  
5 the Original Contract dated September 27, 1995, which  
6 provides for the seasonal administrative reallocation of  
7 Federal power by Western among the Parties. The Original  
8 Contract also provides the opportunity for the purchase of  
9 nonfirm energy from Western and for Western to provide  
10 scheduling services for supplemental power to the Parties.

11 2.2 Both SCIP and Safford have requested to become  
12 Parties to the Original Contract.

13 2.3 The Parties, including Western, desired to amend  
14 the Original Contract in accordance with Section 14  
15 (Additional Parties), to include the San Carlos Irrigation  
16 Project (SCIP) and the City of Safford (Safford) as  
17 Additional Parties to the Original Contract.

18 2.4 Both SCIP and Safford have entered into firm  
19 electric service contracts with Western for Salt Lake City  
20 Area Integrated Projects (SLCA/IP) power. In addition, SCIP  
21 also has entered into a firm electric service contract with  
22 Western for Parker-Davis Project (P-DP) power. Both SCIP  
23 and Safford have contractual rights for the transmission of  
24 SLCA/IP and P-PD power.

25 3. AGREEMENT: The Parties agree to the terms and conditions  
26 set forth herein.

- 1 4. DEFINITIONS: For purposes of this Contract Amendment, the  
2 capitalized terms have the same meanings set forth in the  
3 Original Contract.
- 4 5. TERM OF THE CONTRACT: This Contract Amendment shall become  
5 effective on October 1, 1995, and shall remain in effect  
6 concurrent with the Original Contract.
- 7 6. ADDITIONAL PARTIES: The Parties hereby agree that with the  
8 execution of this Contract Amendment the San Carlos  
9 Irrigation Project and the City of Safford shall each become  
10 an Additional Party to the Original Contract and be bound by  
11 the terms and conditions the same as all other Parties to  
12 the Original Contract.
- 13 7. AUTHORITY OF ADMINISTRATIVE AGENT: Both SCIP and Safford  
14 warrant that the Administrative Agent is authorized to act  
15 on its behalf with respect to those matters which are the  
16 functions and responsibilities of the Administrative Agent  
17 as provided for in the Original Contract, and to bind SCIP  
18 and Safford respectively.
- 19 8. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE: Except as  
20 expressly modified herein, the Original Contract shall  
21 remain in full force and effect, and this Contract Amendment  
22 shall be subject to all terms and conditions of the Original  
23 Contract.
- 24 9. EXECUTION IN COUNTERPARTS: This Contract Amendment may be  
25 executed in counterparts and shall be deemed to constitute a  
26 single document with the same force and effect as if all the  
27 Parties hereto, having signed a counterpart, had signed all

1 other counterparts. Each Party shall deliver a signed  
2 counterpart to the Administrative Agent who shall deliver  
3 all signed counterparts to the Phoenix Area Office of  
4 Western. Western shall prepare a composite conformed copy  
5 and deliver the same to each Party.

6 10. AUTHORITY TO EXECUTE CONTRACT: Each person executing this  
7 Contract Amendment on behalf of a Party is duly authorized  
8 to enter into this Contract Amendment on behalf of and to  
9 bind the Party represented.  
0

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth  
3 in section 1 above.  
4

WESTERN AREA POWER ADMINISTRATION

By 

J. Tyler Carlson

Title Area Manager

Address Phoenix Area

P.O. Box 6457

Phoenix, AZ 85005-6457

CITY OF SAFFORD

By 

Ronald J. Jacobson

Title City Manager

Address P.O. Box 272

Safford, Arizona 85548

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth  
3 in section 1 above.

4 SAN CARLOS IRRIGATION PROJECT

5 By [Signature]

6 Title Project Engineer

7 Address P. O. Box 250

8 Coolidge, AZ 85228

9  
10 AK-CHIN INDIAN COMMUNITY

11 By \_\_\_\_\_

12 Title \_\_\_\_\_

13 Address \_\_\_\_\_

14 \_\_\_\_\_

15  
16 ELECTRICAL DISTRICT NUMBER ONE

17 By \_\_\_\_\_

18 Title \_\_\_\_\_

19 Address \_\_\_\_\_

20 \_\_\_\_\_

21  
22 ELECTRICAL DISTRICT NUMBER THREE

23 By \_\_\_\_\_

24 Title \_\_\_\_\_

25 Address \_\_\_\_\_

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1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth  
3 in section 1 above.

4 SAN CARLOS IRRIGATION PROJECT

5 By \_\_\_\_\_  
6 Title \_\_\_\_\_  
7 Address \_\_\_\_\_  
8 \_\_\_\_\_  
9

10 AK-CHIN INDIAN COMMUNITY

11 By George D. Lopez  
12 Title Vice Chairman  
13 Address 42507 W. Petros F. WALL Rd.  
14 Maricopa, AZ 85239

16 ELECTRICAL DISTRICT NUMBER ONE

17 By \_\_\_\_\_  
18 Title \_\_\_\_\_  
19 Address \_\_\_\_\_  
20 \_\_\_\_\_  
21

22 ELECTRICAL DISTRICT NUMBER THREE

23 By \_\_\_\_\_  
24 Title \_\_\_\_\_  
25 Address \_\_\_\_\_  
26 \_\_\_\_\_

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth  
3 in section 1 above.

4 SAN CARLOS IRRIGATION PROJECT

5 By \_\_\_\_\_

6 Title \_\_\_\_\_

7 Address \_\_\_\_\_  
8 \_\_\_\_\_

9  
0 AK-CHIN INDIAN COMMUNITY

1 By \_\_\_\_\_

2 Title \_\_\_\_\_

3 Address \_\_\_\_\_  
4 \_\_\_\_\_

5 ELECTRICAL DISTRICT NUMBER ONE

6 By W.A. Quinn

7 Title PRESIDENT

8 Address P.O. Box 870

9 STANFIELD AZ 85272

0  
1  
2 ELECTRICAL DISTRICT NUMBER THREE

3 By W.A. Quinn

4 Title PRESIDENT

5 Address P.O. Box 870

6 STANFIELD AZ 85272

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth  
3 in section 1 above.

4 ELECTRICAL DISTRICT NUMBER FOUR

5 By J. C. [Signature]

6 Title General Manager

7 Address P.O. Box 605

8 Elroy AZ 85231

9  
10 ELECTRICAL DISTRICT NUMBER FIVE

11 By \_\_\_\_\_

12 Title \_\_\_\_\_

13 Address \_\_\_\_\_

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16 ELECTRICAL DISTRICT NUMBER SIX

17 By \_\_\_\_\_

18 Title \_\_\_\_\_

19 Address \_\_\_\_\_

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22 ELECTRICAL DISTRICT NUMBER SEVEN

23 By \_\_\_\_\_

24 Title \_\_\_\_\_

25 Address \_\_\_\_\_

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The Parties have caused this Contract Amendment to Contract No. 94-PAO-10592 to be executed as of the day and year set forth in section 1 above.

## ELECTRICAL DISTRICT NUMBER FOUR

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

ELECTRICAL DISTRICT NUMBER FIVE

By Darwin Rogers

Title Chairman ✓

Address P. O. Box 1008

Red Rock, AZ 85245

ELECTRICAL DISTRICT NUMBER SIX

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_



1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth  
3 in section 1 above.

4 ELECTRICAL DISTRICT NUMBER FOUR

5 By \_\_\_\_\_

6 Title \_\_\_\_\_

7 Address \_\_\_\_\_  
8 \_\_\_\_\_

9 ELECTRICAL DISTRICT NUMBER FIVE

0 By \_\_\_\_\_

1 Title \_\_\_\_\_

2 Address \_\_\_\_\_  
3 \_\_\_\_\_

4 ELECTRICAL DISTRICT NUMBER SIX

5 By \_\_\_\_\_

6 Title \_\_\_\_\_

7 Address \_\_\_\_\_  
8 \_\_\_\_\_

1 ELECTRICAL DISTRICT NUMBER SEVEN

2 By R. H. Justice

3 Title Vice-Chairman, Manager

4 Address 14629 W. Peoria Avenue

5 Waddell, AZ 85355  
6  
7  
8

The Parties have caused this Contract Amendment to Contract  
No. 94-PAO-10592 to be executed as of the day and year set forth  
in section 1 above.

MARIQUITA WATER DISTRICT

By 

Title Gen Mgr

Address POB 900

WADDILL AZ 85355

ROOSEVELT IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

OCOTILLO WATER  
CONSERVATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth  
3 in section 1 above.

4 MARICOPA WATER DISTRICT

5 By \_\_\_\_\_

6 Title \_\_\_\_\_

7 Address \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_

0 ROOSEVELT IRRIGATION DISTRICT

1 By Stanley H. Ashley

2 Title Secretary

3 Address 103 West Baseline Road

4 Buckeye, AZ 85326  
5 \_\_\_\_\_  
6 \_\_\_\_\_

7 OCOTILLO WATER  
8 CONSERVATION DISTRICT

9 By \_\_\_\_\_

0 Title \_\_\_\_\_

1 Address \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_

4 WELLTON-MOHAWK IRRIGATION AND  
5 DRAINAGE DISTRICT

6 By \_\_\_\_\_

7 Title \_\_\_\_\_

8 Address \_\_\_\_\_  
9 \_\_\_\_\_  
0 \_\_\_\_\_

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth  
3 in section 1 above.

4 MARICOPA WATER DISTRICT

5 By \_\_\_\_\_  
6 Title \_\_\_\_\_  
7 Address \_\_\_\_\_  
8 \_\_\_\_\_  
9

0 ROOSEVELT IRRIGATION DISTRICT

1 By \_\_\_\_\_  
2 Title \_\_\_\_\_  
3 Address \_\_\_\_\_  
4 \_\_\_\_\_  
5

6 OCOTILLO WATER  
7 CONSERVATION DISTRICT

8 By *Frank Boyle*  
9 Title *Pres*  
0 Address *PO Box 490*  
1 *CHANDLER, AZ 85244*  
2

3 WELLTON-MOHAWK IRRIGATION AND  
4 DRAINAGE DISTRICT

5 By \_\_\_\_\_  
6 Title \_\_\_\_\_  
7 Address \_\_\_\_\_  
8 \_\_\_\_\_

1 The Parties have caused this Contract Amendment to Contract  
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3 in section 1 above.

4 MARICOPA WATER DISTRICT

5 By \_\_\_\_\_

6 Title \_\_\_\_\_

7 Address \_\_\_\_\_  
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9  
0 ROOSEVELT IRRIGATION DISTRICT

1 By \_\_\_\_\_

2 Title \_\_\_\_\_

3 Address \_\_\_\_\_  
4 \_\_\_\_\_

5  
6 OCOTILLO WATER  
7 CONSERVATION DISTRICT

8 By \_\_\_\_\_

9 Title \_\_\_\_\_

0 Address \_\_\_\_\_  
1 \_\_\_\_\_

2  
3 WELLTON-MOHAWK IRRIGATION AND  
4 DRAINAGE DISTRICT

5 By [Signature]

6 Title Mgr. / Secy

7 Address 35570 W.M.D.R.

8 WELLTON, AZ. 85356

4

**Authenticated Copy**



**United States  
Department of Energy**

**WESTERN AREA  
POWER ADMINISTRATION**

**Phoenix Area**

# **CONTRACT**

**AMENDMENT NO. 2  
TO  
CONTRACT NO. 94-PAO-10592**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Regional Office  
Salt Lake City Area Integrated Projects  
Parker-Davis Project**

**AND**

**ALL OTHER PARTIES TO THE ORIGINAL CONTRACT  
AND AMENDMENT NO. 1**

**AND**

**CHANDLER HEIGHTS CITRUS IRRIGATION DISTRICT**

**AND**

**SAN TAN IRRIGATION DISTRICT**

**FOR**

**INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS**

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**AMENDMENT NO. 2**  
  
**TO**  
  
**CONTRACT NO. 94-PAO-10592**  
  
**BETWEEN**  
  
**UNITED STATES**  
**DEPARTMENT OF ENERGY**  
**WESTERN AREA POWER ADMINISTRATION**  
**Desert Southwest Regional Office**  
**Salt Lake City Area Integrated Projects**  
**Parker-Davis Project**  
  
**AND**  
  
**ALL OTHER PARTIES TO THE ORIGINAL CONTRACT**  
**AND AMENDMENT NO. 1**  
  
**AND**  
  
**CHANDLER HEIGHTS CITRUS IRRIGATION DISTRICT**  
  
**AND**  
  
**SAN TAN IRRIGATION DISTRICT**  
  
**FOR**  
  
**INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS**

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AMENDMENT NO. 2  
  
TO  
  
CONTRACT NO. 94-PAO-10592  
  
BETWEEN  
  
UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Regional Office  
Salt Lake City Area Integrated Projects  
Parker-Davis Project  
  
AND  
  
ALL OTHER PARTIES TO ORIGINAL CONTRACT  
AND AMENDMENT NO. 1  
  
AND  
  
CHANDLER HEIGHTS CITRUS IRRIGATION DISTRICT  
  
AND  
  
SAN TAN IRRIGATION DISTRICT  
  
FOR  
  
INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

1. PREAMBLE: This Contract Amendment is made this \_\_\_\_ day of \_\_\_\_\_, 1997,  
between the UNITED STATES OF AMERICA, Western Area Power Administration  
(Western), all other Parties to Contract No. 94-PAO-10592 (Integrated Transactions  
Contract), Amendment No. 1 to Contract No. 94-PAO-10592, hereinafter referred to as  
the "Original Contract", Chandler Heights Citrus Irrigation District, and San Tan  
Irrigation District, pursuant to the same authorities and subject to all of the provisions of  
the Original Contract, except as herein amended.

1 2. **EXPLANATORY RECITALS:**

2 2.1 Western and the other Parties have entered into the Original Contract, which  
3 provides for the seasonal administrative reallocation of Federal power by Western among  
4 the Parties. The Original Contract also provides the opportunity for the purchase of  
5 nonfirm energy from Western, and for Western to provide scheduling services for  
6 supplemental power to the Parties.

7 2.2 Both Chandler Heights Citrus Irrigation District (CHCID) and San Tan  
8 Irrigation District (STID) have requested to become Parties to the Original Contract.

9 2.3 The Parties, including Western, desire to amend the Original Contract in  
10 accordance with Section 14 (Additional Parties), to include CHCID and STID as  
11 Additional Parties to the Original Contract.

12 2.4 Both CHCID and STID have entered into an agreement with the United  
13 States Department of Energy, Western Area Power Administration (Western) for firm  
14 electric service from SLCA/IP. CHCID and STID also have contractual rights providing  
15 for transmission of SLCA/IP power.

16 3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

17 4. **DEFINITIONS:** For purposes of this Contract Amendment, the capitalized terms have  
18 the same meanings set forth in the Original Contract. The term "Original Contract" means  
19 the Original Contract No. 94-PAO-10592, dated September 27, 1994, and Amendment  
20 No. 1 to Contract 94-PAO-10592, dated October 31, 1995.

21 5. **TERM OF THE CONTRACT:** This Contract Amendment shall become effective on  
22 February 1, 1998<sup>th</sup> and shall remain in effect concurrent with the Original  
23 Contract.

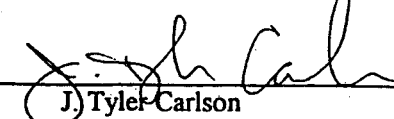
24 6. **ADDITIONAL PARTIES:** The Parties hereby agree that with the execution of this  
25 Contract Amendment CHCID and STID shall each become an Additional Party to the  
26 Original Contract and be bound by the terms and conditions the same as all other Parties  
27 to the Original Contract.  
28

- 1 7. **AUTHORITY OF ADMINISTRATIVE AGENT:** Both CHCID and STID warrant  
2 that the Administrative Agent is authorized to act on its behalf with respect to those  
3 matters which are the functions and responsibilities of the Administrative Agent as  
4 provided for in the Original Contract, and to bind CHCID and STID, respectively.
- 5 8. **ORIGINAL CONTRACT TO REMAIN IN FULL FORCE:** Except as expressly  
6 modified herein, the Original Contract shall remain in full force and effect, and this  
7 Contract Amendment shall be subject to all terms and conditions of the Original Contract.
- 8 9. **EXECUTION IN COUNTERPARTS:** This Contract Amendment may be executed in  
9 counterparts and shall be deemed to constitute a single document with the same force and  
10 effect as if all the Parties hereto, having signed a counterpart, had signed all other  
11 counterparts. Each Party shall deliver a signed counterpart to the Administrative Agent  
12 who shall deliver all signed counterparts to the Desert Southwest Regional Office of  
13 Western. Western shall prepare a composite conformed copy and deliver the same to each  
14 Party.
- 15 10. **AUTHORITY TO EXECUTE CONTRACT:** Each person executing this Contract  
16 Amendment on behalf of a Party is duly authorized to enter into this Contract Amendment  
17 on behalf of and to bind the Party represented.
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The Parties have caused this Contract Amendment to Contract  
No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By   
J. Tyler Carlson

Title Regional Manager

Address Desert Southwest Region

P.O. Box 6457

Phoenix, AZ 85005-6457

CHANDLER HEIGHTS CITRUS IRRIGATION  
DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SAN TAN IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

3 DEPARTMENT OF ENERGY  
4 WESTERN AREA POWER ADMINISTRATION

5 By J. Tyler Carlson  
6 Title Regional Manager  
7 Address Desert Southwest Region  
8 P.O. Box 6457  
9 Phoenix, AZ 85005-6457

10  
11 CHANDLER HEIGHTS CITRUS IRRIGATION  
12 DISTRICT

13 By Dan Kleinman  
14 Title President  
15 Address P.O. Box 9038  
16 Chandler Heights, AZ 85227  
17  
18

19  
20 SAN TAN IRRIGATION DISTRICT

21 By \_\_\_\_\_  
22 Title \_\_\_\_\_  
23 Address \_\_\_\_\_  
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The Parties have caused this Contract Amendment to Contract  
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DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By J. Tyler Carlson  
Title Regional Manager  
Address Desert Southwest Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457

CHANDLER HEIGHTS CITRUS IRRIGATION  
DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAN TAN IRRIGATION DISTRICT

By JACK G. GIBSON  
Title TREAS  
Address 2131 E. Broadway #27  
Tempe, AZ 85282

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The Parties have caused this Contract Amendment to Contract  
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AK-CHIN INDIAN COMMUNITY

By William J. Anta

Title Chairman, Ak-Chin Community

Address 42507 W. Peters & Nall Rd.  
Maricopa, AZ 85239

CITY OF SAFFORD

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ELECTRICAL DISTRICT NUMBER ONE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
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AK-CHIN INDIAN COMMUNITY

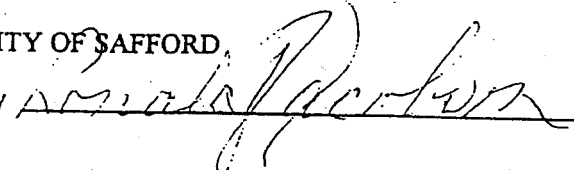
By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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CITY OF SAFFORD

By 

Title City Manager

Address P.O. Box 272

Safford, AZ 85548-0272

\_\_\_\_\_

ELECTRICAL DISTRICT NUMBER ONE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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The Parties have caused this Contract Amendment to Contract  
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AK-CHIN INDIAN COMMUNITY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF SAFFORD

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ELECTRICAL DISTRICT NUMBER ONE

By W. A. Dunn

Title Chairman

Address \_\_\_\_\_

ELECTRICAL DISTRICT NO. 3

41830 W. LOUIS JOHNSON DR.

MARICOPA, AZ 85239

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The Parties have caused this Contract Amendment to Contract  
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ELECTRICAL DISTRICT NUMBER THREE

By W. A. Dunn

Title Chairman

Address ELECTRICAL DISTRICT NO. 3  
41630 W. LOUIS JOHNSON DR.  
MARICOPA, AZ 85239

ELECTRICAL DISTRICT NUMBER FOUR

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
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ELECTRICAL DISTRICT NUMBER FIVE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
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The Parties have caused this Contract Amendment to Contract  
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ELECTRICAL DISTRICT NUMBER THREE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ELECTRICAL DISTRICT NUMBER FOUR

By *[Signature]* \_\_\_\_\_

Title \_\_\_\_\_

Address P.O. Box 605

Eloy, AZ 85231

\_\_\_\_\_

ELECTRICAL DISTRICT NUMBER FIVE

By \_\_\_\_\_

Title \_\_\_\_\_

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The Parties have caused this Contract Amendment to Contract  
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ELECTRICAL DISTRICT NUMBER THREE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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\_\_\_\_\_

ELECTRICAL DISTRICT NUMBER FOUR

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ELECTRICAL DISTRICT NUMBER FIVE

By W. H. Wood

Title Secretary

Address P. O. Box 1008

Red Rock, Arizona 85245

\_\_\_\_\_

The Parties have caused this Contract Amendment to Contract No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

## ELECTRICAL DISTRICT NUMBER SIX

By H. H. Hughes:

Title President

Address P.O. Box 16450  
Phoenix, AZ 85011-6450

## ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

## MARICOPA WATER DISTRICT

By \_\_\_\_\_

**Title** \_\_\_\_\_

Address \_\_\_\_\_

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

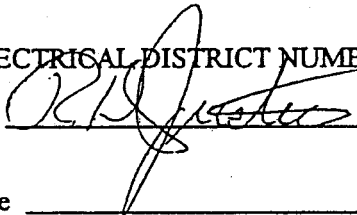
3 ELECTRICAL DISTRICT NUMBER SIX

4 By \_\_\_\_\_

5 Title \_\_\_\_\_

6 Address \_\_\_\_\_  
7 \_\_\_\_\_  
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10 ELECTRICAL DISTRICT NUMBER SEVEN

11 By  \_\_\_\_\_

12 Title \_\_\_\_\_

13 Address 14629 W. Peoria Ave.  
14 Waddell, AZ 85355  
15 \_\_\_\_\_  
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18 MARICOPA WATER DISTRICT

19 By \_\_\_\_\_

20 Title \_\_\_\_\_

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1 The Parties have caused this Contract Amendment to Contract  
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3 ELECTRICAL DISTRICT NUMBER SIX

4 By \_\_\_\_\_

5 Title \_\_\_\_\_

6 Address \_\_\_\_\_

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11 ELECTRICAL DISTRICT NUMBER SEVEN

12 By \_\_\_\_\_

13 Title \_\_\_\_\_

14 Address \_\_\_\_\_

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17  
18  
19 MARICOPA WATER DISTRICT

20 By  \_\_\_\_\_

21 Title General Manager \_\_\_\_\_

22 Address P.O. Box 900 \_\_\_\_\_

23 Waddell, AZ 85355-0900 \_\_\_\_\_

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The Parties have caused this Contract Amendment to Contract  
No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

ROOSEVELT IRRIGATION DISTRICT

By W. Bruce Heiden

Title President

Address 103 West Baseline Road

Buckeye, AZ 85326

OCOTILLO WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SAN CARLOS IRRIGATION PROJECT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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The Parties have caused this Contract Amendment to Contract  
No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

ROOSEVELT IRRIGATION DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OCOTILLO WATER CONSERVATION  
DISTRICT

By *[Signature]*  
Title PRESIDENT  
Address P.O. Box 490  
CHANDLER, AZ 85244  
\_\_\_\_\_  
\_\_\_\_\_

SAN CARLOS IRRIGATION PROJECT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1 The Parties have caused this Contract Amendment to Contract  
2 No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

3 ROOSEVELT IRRIGATION DISTRICT

4 By \_\_\_\_\_

5 Title \_\_\_\_\_

6 Address \_\_\_\_\_

7 \_\_\_\_\_

8  
9  
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11 OCOTILLO WATER CONSERVATION  
12 DISTRICT

13 By \_\_\_\_\_

14 Title \_\_\_\_\_

15 Address \_\_\_\_\_

16 \_\_\_\_\_

17  
18  
19 SAN CARLOS IRRIGATION PROJECT

20 By *Joseph L. ...*

21 Title Project Engineer

22 Address P. O. Box 250

23 Coolidge, Arizona 85228

24 \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 \_\_\_\_\_

**5**

Authenticated Copy



United States  
Department of Energy

WESTERN AREA  
POWER ADMINISTRATION

Desert Southwest  
Regional Office

# CONTRACT

AMENDMENT NO. 3

TO

CONTRACT NO. 94-PAO-10592

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
DESERT SOUTHWEST REGIONAL OFFICE  
SALT LAKE CITY AREA INTEGRATED PROJECTS  
PARKER-DAVIS PROJECT

AND

ALL OTHER PARTIES TO THE ORIGINAL CONTRACT,  
AMENDMENT NO. 1, AND AMENDMENT NO. 2

AND

ELECTRICAL DISTRICT NUMBER TWO  
AND THE TOWN OF THATCHER

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

AMENDMENT NO.3

TO

CONTRACT NO.94-PAO-10592

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Regional Office  
Salt Lake City Area Integrated Projects  
Parker-Davis Project

AND

ALL OTHER PARTIES TO THE ORIGINAL CONTRACT,  
AMENDMENT NO.1, AND AMENDMENT NO.2

AND

ELECTRICAL DISTRICT NUMBER TWO  
AND THE TOWN OF THATCHER

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

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AMENDMENT K0.3

TO

CONTRACT NO.94-PAO-10592

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATIONS  
Desert Southwest Regional Office  
Salt Lake City Area Integrated Projects  
Parker-Davis Project

AND

ALL OTHER PARTIES TO THE ORIGINAL CONTRACT,  
AMENDMENT NO.1, AND AMENDMENT NO.2

AND

ELECTRICAL DISTRICT NUMBER TWO  
AND THE TOWN OF THATCHER

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

1. PREAMBLE: This Contract Amendment No. 3 is made this 29<sup>th</sup> day of NOVEMBER, 2000, between the UNITED STATES OF AMERICA, Western Area Power Administration (Western), all other Parties to Contract No. 94-PAO-10592 (Integrated Transactions Contract), Amendment No.1 to Contract No. 94-PAO-10592, and Amendment No.2 to Contract No. 94-PAO-10592, hereinafter collectively referred to as the "Original Contract," and Electrical District Number Two (ED2), and the Town of Thatcher (Thatcher), pursuant to the same authorities and subject to all of the provisions of the Original Contract, except as herein amended.

2. **EXPLANATORY RECITALS:**

2.1 Western and the other Parties have entered into the Original Contract, which provides for the seasonal administrative redistribution (previously referred to as "administrative reallocation") of Federal power by Western among the Parties. The Original Contract also provides the opportunity for the purchase of non-firm energy from Western, and for Western to provide scheduling services for supplemental power to the Parties.

2.2 ED2 and Thatcher have requested to become Parties to the Original Contract.

2.3 The Parties, including Western, desire to amend the Original Contract in accordance with Section 14 (Additional Parties) to include ED2 and Thatcher as Additional Parties to the Original Contract.

2.4 ED2 and Thatcher have entered into agreements with Western for firm electric service from Salt Lake City Area Integrated Projects (SLCA/IP), and have contractual rights providing for transmission of SLCA/IP power and Thatcher has entered into an agreement with Western for firm electric service of Parker-Davis Project (P-DP) power, which includes contractual rights providing transmission of P-DP power, pursuant to their contracts with Western.

3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

4. **DEFINITIONS:**

4.1 For purposes of this Amendment No 3 (Amendment), and except as otherwise provided herein, the defined terms have the same meanings as set forth in the Original Contract.

The term "Original Contract" means the Original Contract No. 94-PAO-10592, dated

September 27, 1993. Amendment No.1 dated October 31, 1995. and Amendment No.2 dated March 1, 1998.

4.2 The term "Request for Administrative Reallocation" is hereby replaced with "Request for Administrative Redistribution" at each place it appears in the Original Contract. The term "administrative reallocation" is hereby replaced with "administrative redistribution" at each place it appears in the Original Contract.

5. **TERM OF THE CONTRACT:** This Amendment shall become effective on October 1, 1999, and shall remain in effect concurrently with the Original Contract.
6. **ADDITIONAL PARTIES:** The Parties hereby agree that with the execution of this Amendment, ED2 and Thatcher shall become Additional Parties to the Original Contract and be bound by the terms and conditions the same as all other Parties to the Original Contract.
7. **AUTHORITY OF ADMINISTRATIVE AGENT:** The Parties warrant that the Administrative Agent is authorized to act on its behalf with respect to those matters which are the functions and responsibilities of the Administrative Agent as provided for the in the Original Contract and to bind the Parties in that respect.
8. **INTERGOVERNMENTAL CONTRACT:** Each Party to this Amendment that is a "public agency," as that term is defined in A.R.S. Section 11-951 has submitted this Amendment to its attorney to determine that the Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such Party.

9. **GENERAL POWER CONTRACT PROVISIONS MADE PART OF THE AMENDMENT:**

The General Power Contract Provisions effective July 10, 1998, attached hereto, are hereby made as part of this Amendment the same as if they had been expressly set forth herein; Provided, that Articles 20 through 30 shall not be applicable hereto.

10. **ORIGINAL CONTRACT TO REMAIN IN FULL FORCE:** Except as expressly modified herein, the Original Contract shall remain in full force and effect, and this Amendment shall be subject to all terms and conditions of the Original Contract.

11. **EXECUTION IN COUNTERPARTS:** This Amendment may be executed in counterparts and shall be deemed to constitute a single document with the same force and effect as if all the Parties hereto, having signed a counterpart, had signed all other counterparts. Each Party shall deliver 3 signed counterpart to the Administrative Agent who shall deliver all signed counterparts to the Desert Southwest Regional Office of Western. Western shall prepare a composite conformed copy and deliver the same to each Party.

12. **AUTHORITY TO EXECUTE CONTRACT:** Each person executing this Amendment on behalf of a Party is duly authorized to enter into this Amendment on behalf of and to bind the Party represented.

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO- 10592  
to be executed as of the day and year set forth in Section 1 above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By Anthony H. Montoya

Title Assistant Regional Manager  
for Power Marketing

Address P.OBox 6457  
Phoenix, AZ 85005-6457

Ref: FES Contract No. 87-BCA-10000  
(SLCNIP)

AK-CHIN INDIAN COMMUNITY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10002  
(SLCNIP)

CHANDLER HEIGHTS CITRUS IRRIGATION  
DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 93-PAO-10592  
to be executed as of the day and year set forth in Section 1 above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_  
Anthony H. Montoya  
Title Assistant Regional Manager \_\_\_\_\_  
for Power Marketing  
Address P.O. Box 6457 \_\_\_\_\_  
Phoenix, AZ 85005-6457 \_\_\_\_\_

Ref: FES Contract No. 87-BCA-10000  
(SLCA/IP)

AK-CHIN INDIAN COMMUNITY  
By Aluam Canyon \_\_\_\_\_  
Title CHAIRMAN \_\_\_\_\_  
Address 42507 Peters & Nail Road \_\_\_\_\_  
Maricopa, Arizona 85239 \_\_\_\_\_

Ref: FES Contract No. 87-BCA-10002  
(SLCMP)

CHANDLER HEIGHTS CITRUS IRRIGATION  
DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

-5-

The Parties have caused this Amendment No. 3 to Contract No. 93-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10016  
(SLCA/IP)

CITY OF SAFFORD

By 

Title City Manager

Address PO Box 272

Safford, Arizona 85548-0272

Ref: FES Contract No. 87-BCA-10089  
(SLCA/IP)  
FES Contract No. 87-BCA-10085 (P-DP)

ELECTRICAL DISTRICT NUMBER ONE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10001  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER TWO

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

Ref FES Contract No. 87-BCA-10016  
(SLCA/IP)

CITY OF SAFFORD

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10089  
(SLCA/IP)  
FES Contract No. 87-BCA-10085 (P-DP)

ELECTRICAL DISTRICT NUMBER ONE

By W.A. Krumm

Title Chairman

Address 416-30 St Louis Johnson Drive  
Mancos, Az 85239

Ref: FES Contract No. 87-BCA-10001  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER TWO

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The Parties have caused this Amendment No 3 to Contract No. 94-PAO-10591 to be  
executed as of the day and year set forth in Section above.

Ref: FES Contract No. 87-BCA-10016  
(SLCA/IP)

CITY OF SAFFORD

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10089  
(SLCA/IP)  
FES Contract No. 87-BCA-10085 (P-DP)

ELECTRICAL DISTRICT NUMBER ONE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10001  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER TWO

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be  
executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10005  
(SLCA/IP)  
FES Contract No. 87-BCA-10090 (P-DP)

ELECTRICAL DISTRICT NUMBER THREE

By W. Ahlmann

Title Chairman

Address 41430 St Louis Center, Union

Marietta, Ga 30067

Ref: FES Contract No. 87-BCA-10006  
(SLCNIP)

ELECTRICAL DISTRICT NUMBER FOUR

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10008  
(SLCA/IP Pinal County)

ELECTRICAL DISTRICT NUMBER FIVE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10005  
(SLCA/IP)  
FES Contract No. 87-BCA-10090 (P-DP)

ELECTRICAL DISTRICT NUMBER THREE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10006  
(SLCMIP)

ELECTRICAL DISTRICT NUMBER FOUR

By *Robert R. Hargrave*

Title Chairman

Address P O Box 605

Eloy, AZ 85231

\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10008  
(SLCA/IP Pinal County)

ELECTRICAL DISTRICT NUMBER FIVE

D., \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be  
executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10005  
(SLCNIP)  
FES Contract No. 87-BCA-10090 (P-DP)

ELECTRICAL DISTRICT NUMBER THREE

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10006  
(SLCMP)

ELECTRICAL DISTRICT NUMBER FOUR

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10008  
(SLCMP Pinal County)

ELECTRICAL DISTRICT NUMBER FIVE

By \_\_\_\_\_ *A. L. [Signature]*

Title \_\_\_\_\_ Secretary/Treasurer

Address \_\_\_\_\_ P. O. BOX 1008

\_\_\_\_\_ Red Rock, Arizona 85245

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be  
executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10009  
(SLCNIP)

ELECTRICAL DISTRICT NUMBER SIN

By M. L. Douglas

Title President

Address 2111 E. Highland, Suite 355

Phoenix, AZ 85016

Ref: FES Contract No. 87-BCA-10010  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Ref: FES Contract No. 87-BCA-10011  
(SLCA/IP)

MARICOPA WATER DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be  
executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10009  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER SIX

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10010  
(SLCNIP)

ELECTRICAL DISTRICT NUMBER SEVEN

By R. L. Justice

Title Vice Chairman

Address 14629 West Peoria  
Waddell AZ 85355

Ref: FES Contract No. 87-BCA-10011  
(SLCMP)

MARICOPA WATER DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be  
executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10009  
(SLCNIP)

ELECTRICAL DISTRICT NUMBER SIX

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10010  
(SLCNIP)

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10011  
(SLCNIP)

MARICOPA WATER DISTRICT

By  \_\_\_\_\_

Title Genl Mgr. \_\_\_\_\_

Address P. O. Box 900 \_\_\_\_\_

Waddell, Arizona 85355-0900



The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10012  
(SLCA/IP)

OCOTILLO WATER CONSERVATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Ref FES Contract No. 87-BCA-10015.  
(SLCA/IP)

ROOSEVELT IRRIGATION DISTRICT

By *W. B. Warden*

Title President

Address 103 West Baseline Road

Buckeye, Arizona 85326

Ref: FES Contract No. 87-BCA-10018  
(SLCA/IP)  
FES Contract No. 87-BCA-10104 (P-DP)

SAN CARLOS IRRIGATION PROJECT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be executed as of the day and year set forth in Section 1 above.

Ref FES Contract No. 87-BCA-10012  
(SLCNIP)

OCOTILLO WATER CONSERVATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10015  
(SLCNIP)

ROOSEVELT IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10018  
(SLCA/IP)  
FES Contract No. 87-BCA-10104 (P-DP)

SAN CARLOS IRRIGATION PROJECT

By *Robert L. Clark*

Title Project Manager

Address P. O. Box 250

Coolidge, Arizona 85228

The Parties have caused this Amendment No. 3 to Contract No. 93-PAO-10597 to be executed as of the day and year set forth in Section 1 above.

Ref FES Contract No. 87-BCA-10019  
(SLCA/IP)

SAN TAN IRRIGATION DISTRICT

By 

Title PRESIDENT

Address P.O. Box 9008

Chandler Heights, AZ

85227

Ref: FES Contract No. 87-BCA-10020  
(SLCMP)

TOWN OF THATCHER

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref FES Contract No. 87-BCA-10021  
(SLCA/IP)  
FES Contract No. 87-BCA-10106 (P-DP)

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be  
executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10019  
(SLCNIP)

SAN TAN IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10020  
(SLCNIP)

TOWN OF THATCHER

By Charles M. Merritt

Title MAYOR \_\_\_\_\_

Address P. O. BOX 670

THATCHER, ARIZONA 85552

Ref FES Contract No. 87-BCA-10021  
(SLCNIP)  
FES Contract No. 87-BCA-10106 (P-DP)

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The Parties have caused this Amendment No. 3 to Contract No. 94-PAO-10592 to be  
executed as of the day and year set forth in Section 1 above.

Ref: FES Contract No. 87-BCA-10019  
(SLCA-IP)

SAN TAN IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10020  
(SLCNIP)

TOWN OF THATCHER

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Ref: FES Contract No. 87-BCA-10021  
(SLCNIP)  
FES Contract No. 87-BCA-10106 (P-DP)

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By Bill Dwyer

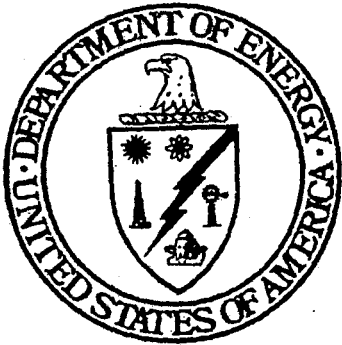
Title Mgr/Secy

Address 30510 WTM DRIVE

WELLTON AZ 85346

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**AUTHENTICATED COPY**



**United States  
Department of Energy**

**WESTERN AREA  
POWER ADMINISTRATION**

**Desert Southwest  
Regional Office**

# **CONTRACT**

**THE AMENDED CONTRACT**

**AMENDMENT NO. 4**

**TO**

**CONTRACT NO. 94-PAO-10592**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SALT LAKE CITY AREA INTEGRATED PROJECTS**

**AND**

**FIRM POWER CONTRACTORS**

**FOR**

**INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS**

**THE AMENDED CONTRACT**  
**AMENDMENT NO. 4**  
**TO**  
**CONTRACT NO. 94-PAO-10592**  
**BETWEEN**  
**UNITED STATES**  
**DEPARTMENT OF ENERGY**  
**WESTERN AREA POWER ADMINISTRATION**  
**SALT LAKE CITY AREA INTEGRATED PROJECTS**  
**AND**  
**FIRM POWER CONTRACTORS**

**FOR**

**INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS**

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Signature Clause  
Service Schedule A

THE AMENDED CONTRACT

AMENDMENT NO. 4

TO

CONTRACT NO. 94-PAO-10592

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SALT LAKE CITY AREA INTEGRATED PROJECTS

AND

FIRM POWER CONTRACTORS

FOR

INTEGRATED FEDERAL RESOURCE AND POWER TRANSACTIONS

1. **PREAMBLE:** This Contract Amendment is made this 8<sup>th</sup> day of JANUARY, 2008 pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1939 (53 Stat. 1187); April 11, 1956 (70 Stat. 105); and August 4, 1977 (91 Stat. 565); and acts amendatory or supplementary to the foregoing Acts; between and among the UNITED STATES OF AMERICA acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract, or a duly appointed successor hereinafter called Contracting Officer; and the Ak-Chin Indian Community, a federally recognized Indian community ("Ak-Chin"); Electrical District Number Three ("ED3"); Electrical District Number Four ("ED4"); Electrical District Number Five of Pinal County ("ED5-Pinal"); Electrical District Number Six ("ED6"); Electrical District Number Seven ("ED7"); Maricopa Water District ("MWD"); Ocotillo Water Conservation District ("OWCD"); Roosevelt Irrigation District ("RID"); Wellton-Mohawk Irrigation and Drainage District

("WMIDD"), San Carlos Irrigation Project ("SCIP"), the City of Safford ("Safford"), Chandler Heights Citrus Irrigation District ("CHCID"), San Tan Irrigation District ("STID"), Electrical District Number Two ("ED2"), the Town of Thatcher ("Thatcher"), Queen Creek Irrigation District ("QCID"), and Electrical District Number Five of Maricopa County (ED5-Maricopa). Additional long-term Salt Lake City Area Integrated Projects (SLCA/IP) firm electric service contractors of Western may become Parties to this Contract.

2. **EXPLANATORY RECITALS:**

2.1 Western and the Original Contracting Parties entered into the Original Contract, dated September 27, 1994. The Original Contract was amended by Amendment No. 1 to the Original Contract, dated October 31, 1995 ("Amendment No. 1"), Amendment No. 2 to the Original Contract, dated February 1, 1998 ("Amendment No. 2"), and Amendment No. 3 to the Original Contract, dated November 29, 2000 ("Amendment No. 3"). Parties have been added and certain other revisions have been made by virtue of such amendments.

2.2 QCID and ED5-Maricopa have requested to become Parties. The Parties, including Western, desire to amend the Original Contract in accordance with Section 14 (Additional Parties) to include QCID and ED5-Maricopa as Additional Parties to the Original Contract.

2.3 Electrical District Number One (ED1) was an Original Contracting Party. ED1 has been removed as a Party, because it does not have an SLCA/IP Contract. It has a contract for Parker-Davis Project power, but Parker-Davis Project power is no longer included in this Contract.

2.4 This Contract Amendment amends, restates and supersedes the Original Contract, Amendment No. 1, Amendment No. 2 and Amendment No. 3.

2.5 Parker-Davis Project power is no longer included in this Contract.

2.6 Each of the Parties has entered into a contract with Western for firm electric service from the Salt Lake City Area Integrated Projects (SLCA/IP). Western has an obligation to deliver power to the Point(s) of Delivery set forth in Exhibit A of each Parties SLCA/IP Contract.

2.7 Redistribution of SLCA/IP power by Western among the Parties through integrated resource scheduling will result in greater efficiencies and more economic use and dispatch of the Parties' SLCA/IP resources. These redistributions are allowed in addition to and do not replace seasonal exchanges of capacity and energy allowed under Section 7 of the SLCA/IP Contract. There is no requirement to utilize seasonal exchanges of capacity and energy under Section 7 of the SLCA/IP Contract before or instead of redistribution pursuant to this Contract.

2.8 The Parties may desire to purchase nonfirm energy from Western and to have Western provide scheduling services for Supplemental Power on behalf of the Parties to serve the Parties' loads and supplement Federal resources. Supplemental Power and purchases of nonfirm energy from Western may provide an additional opportunity for integrated resource scheduling. Additionally, Western has implemented a program for replacement and displacement power for SLCA/IP resource adjustments as a result of changes in dam operations. The Parties may utilize Supplemental Power for such replacement or displacement power.

3. **AGREEMENT:** The Parties and Western agree to the terms and conditions set forth herein.

4. **DEFINITIONS:** For purposes of this Contract, the terms set forth below have the following meanings:

4.1 **Additional Parties:** Entities becoming Parties to this Contract after the effective date of the Original Contract, pursuant to Section 14 hereof.

4.2 **Billing Period:** A period of one calendar month.

4.3 Contract: This Contract Amendment No. 4, which amends, restates and supercedes the Original Contract, Amendment No. 1, Amendment No. 2, and Amendment No. 3.

4.4 Contract Season: The Winter Season or Summer Season as defined in a Party's SLCA/IP Contract.

4.5 Integrated Scheduling Agent: The entity whom the Parties designate to act on their behalf in the performance of this Contract.

4.6 Integrated Scheduling Agreement: The Integrated Scheduling Agreement dated October 1, 1994, among the Original Contracting Parties, as that agreement may be amended from time-to-time and as Parties are added to or terminated from that agreement.

4.7 Monthly Capacity: The quantity of firm capacity expressed in kilowatts (kW) that Western is committed to supply and each Party is entitled to receive each month pursuant to that Party's SLCA/IP Contract.

4.8 Monthly Energy: The quantity of firm energy expressed in kilowatt hours (kWh) that Western is committed to supply and each Party is entitled to receive each month pursuant to that Party's SLCA/IP Contract.

4.9 Original Contract: Contract No. 94-PAO-10592, dated September 27, 1994.

4.10 Original Contracting Parties: Ak-Chin, ED3, ED4, ED5-Pinal, ED6, ED7, MWD, OWCD, RID, and W-MIDD.

4.11 Parties: The Original Contracting Parties and Additional Parties, less any terminated Party(s), not including Western.

4.12 Point(s) of Delivery: Those point(s) of delivery designated in Exhibit A of each Party's SLCA/IP Contract, where SLCA/IP resources are delivered to the

Party, the Party's transmission agent or Western's transmission agent. Points of Delivery also include the point(s) of delivery designated in contracts for any Supplemental Power.

4.13 Request for Redistribution: The document provided by the Integrated Scheduling Agent requesting monthly or seasonal redistribution of SLCA/IP power among the Parties.

4.14 SLCA/IP Contract: A contract with Western for firm electric service from the Salt Lake City Area Integrated Projects.

4.15 Seasonal Energy Entitlement: The quantity of firm energy expressed in kWh that Western is committed to supply and a Party is entitled to receive each Winter Season and each Summer Season pursuant to a Party's SLCA/IP Contract.

4.16 Supplemental Power: Capacity and/or energy that the Parties acquire from third parties and is scheduled by Western.

5. **TERM OF CONTRACT:**

5.1 This Contract Amendment shall become effective as of October 1, 2002, and, subject to prior termination as otherwise provided herein, this Contract shall remain in effect until midnight, September 30, 2024.

5.2 This Contract may be terminated by Western at the end of any Contract Season no less than ninety (90) days after written notice of termination is provided to the Integrated Scheduling Agent.

5.3 Any Party may terminate its status as a Party to this Contract at the end of any Contract Season by giving ninety (90) days' written notice of termination to Western and the Integrated Scheduling Agent.

5.4 Participation in this Contract is contingent upon a Party's status as a Party to the Integrated Scheduling Agreement. Termination of a Party's status under the Integrated Scheduling Agreement results in the termination of a Party's status under this

Contract at the end of any Contract Season. The notice of such termination shall be given to Western in writing by the Integrated Scheduling Agent.

5.5 Upon termination of this Contract or termination of a Party's status under the Integrated Scheduling Agreement, all obligations incurred by Western or any Party pursuant to this Contract shall survive until satisfied.

6. **AUTHORITY OF INTEGRATED SCHEDULING AGENT:**

6.1 Each Party to this Contract warrants that the Integrated Scheduling Agent is authorized to act on its behalf with respect to those matters provided for in this Contract which are the functions and responsibilities of the Integrated Scheduling Agent and to bind the Parties individually. The Integrated Scheduling Agent is specifically authorized to: (a) request and receive from Western copies of all invoices and correspondence to any Party relating to integrated scheduling pursuant to this Contract, SLCA/IP power scheduling, transmission and billing (including Available Hydro Power ("AHP"), Western Replacement Power ("WRP") and Customer Displacement Power ("CDP") data, as AHP, WRP and CDP are defined in the SLCA/IP Contract), along with any other information relevant to integrated scheduling activities for each of the Parties; and (b) unless a Party instructs Western otherwise, to execute and submit attachments to each Party's Exhibit A of each Party's SLCA/IP Contract, when and as needed.

6.2 The Parties have provided Western in writing the name of the Parties' designated Integrated Scheduling Agent. The Parties may change designation of Integrated Scheduling Agent by written notice to Western.

7. **REDISTRIBUTION OF RESOURCES AMONG THE PARTIES:**

7.1 The Integrated Scheduling Agent may request Western to redistribute SLCA/IP resources among the Parties for a Contract Season or a Billing Period. A Request for Redistribution for a Contract Season shall be provided to Western at least forty-five (45) days prior to the beginning of a Contract Season. A Request for

Redistribution for a Billing Period shall be provided to Western at least fifteen (15) days prior to the beginning of the Billing Period.

7.2 With respect to seasonal redistributions, Western shall notify the Integrated Scheduling Agent thirty (30) days prior to the Contract Season of any limitations described in Section 10 hereof that may impair Western's approval of the Request for Redistribution. The Integrated Scheduling Agent and Western shall work together to eliminate any such limitations to the extent practicable.

7.3 With respect to monthly redistribution, Western shall notify the Integrated Scheduling Agent ten (10) days prior to the Billing Period of any limitations described in Section 10 hereof that may impair Western's approval of the Request for Redistribution. The Integrated Scheduling Agent and Western shall work together to eliminate any such limitations to the extent practicable.

7.4 With respect to seasonal redistributions, no less than fifteen (15) days prior to a Contract Season, Western shall approve or disapprove the Request for Redistribution. Subject to the limitations described in Section 10 hereof, approval of a Request for Redistribution shall not be unreasonably withheld by Western.

7.5 With respect to monthly redistribution, no less than ten (10) days prior to a Billing Period, Western shall approve or disapprove the Request for Redistribution. Subject to the limitations described in Section 10 hereof, approval of a Request for Redistribution shall not be unreasonably withheld by Western.

7.6 The Integrated Scheduling Agent shall notify Western at least fifteen (15) days prior to the beginning of a Billing Period to make changes to the amounts of short-term WRP or CDP of any or all Parties for that same Billing Period.

7.7 The Request for Redistribution shall list by contract, each Party's requested redistribution of the respective Monthly Capacity, Monthly Energy, Seasonal

Energy Entitlements and any Point(s) of Delivery provided that the sum of the monthly entitlements of all of the Parties does not change.

7.8 The attachments to Exhibit A of each Party's SLCA/IP Contract shall be amended, in a form mutually agreed to by Western and the Parties, to refer to, among other things, the approved Request for Redistribution to identify the Monthly Capacity, Monthly Energy, Seasonal Energy Entitlements, and any Point(s) of Delivery that is substituted for the Monthly Capacity, Monthly Energy, Seasonal Energy Entitlements, and any Point(s) of Delivery set forth in each Party's Exhibit A. If no Request for Redistribution is submitted or a Request for Redistribution is disapproved, the Monthly Capacity, Monthly Energy, Seasonal Energy Entitlements, and any Point(s) of Delivery for the relevant Contract Season or Billing Period shall be as set forth in the Party's Exhibit A.

7.9 The time line requirements set forth in this Section 7 shall be abided by to the maximum extent possible. The Parties recognize that, at Western's discretion, exceptions to the time lines may occur from time to time, and in those isolated circumstances may be changed to accommodate administration of the SLCA/IP Contract as it may be amended from time to time, or as otherwise agreed upon between the Integrated Scheduling Agent and Western.

7.10 This Contract does not create any rights to SLCA/IP resources or any rights to Western's transmission system other than the right to participate in the integrated scheduling of such resources as provided herein. This Contract does not create any rights to SLCA/IP power or any rights to Western's transmission system for Parties which do not have contracts with Western for such resources.

8. **INTEGRATED SEASONAL SCHEDULING:** Subject to the limitations set forth in Section 10 hereof, the Integrated Scheduling Agent may schedule and Western shall deliver the Parties' Monthly Capacity and/or Monthly Energy to such Parties, in such

amounts and to such Point(s) of Delivery as are designated in the approved Request for Redistribution.

9. **BILLING AND PAYMENT:**

9.1 Western shall bill the Parties in accordance with the General Power Contract Provisions (GPCP) made a part of this Contract under Section 20 hereof, based upon the approved Request for Redistribution.

9.2 Nonpayment of bills in full when due will be considered in the manner set forth in the GPCP. Each Party will be held separately accountable for any late charges occurring as a result of alternate payment methods by the Party(s) receiving the redistributed power.

9.3 Each Party's obligation to pay Western shall be based on the amount of capacity, energy and transmission set forth in the approved Exhibit A of each Party's SLCA/IP Contract, as modified by the approved Request for Redistribution. Western shall bill each Party based upon the approved Request for Redistribution.

9.4 Each Party hereby waives and releases Western from any claims against Western as a result of the good faith compliance of Western with the directions of the Integrated Scheduling Agent.

10. **LIMITATIONS:** Western's obligation to deliver the firm electric service described in Section 7 hereof is subject to the following limitations:

10.1 The Parties' SLCA/IP Contracts shall govern the terms and conditions with respect to SLCA/IP resources;

10.2 The delivery of redistributed power at the Point(s) of Delivery is limited to the available capacity of the substations and transmission facilities;

10.3 SLCA/IP power shall be scheduled and delivered only to Parties that have an SLCA/IP Contract; and

10.4 The SLCA/IP Monthly Capacity and SLCA/IP Monthly Energy scheduled by the Integrated Scheduling Agent for any Billing Period shall not exceed the sum of the Parties' SLCA/IP Monthly Capacity, and SLCA/IP Monthly Energy, respectively, for such Billing Period.

11. **SEASONAL EXCHANGES:** The Parties' SLCA/IP Contracts allow for the seasonal exchange of energy and/or capacity among Western's SLCA/IP firm electric service contractors. The Integrated Scheduling Agent or any Party may request Western to provide such exchanges of capacity and energy between the Parties and other Western SLCA/IP firm electric service contractors. When the Parties are involved with such exchanges, the exchanged energy and/or capacity will be incorporated into the approved Request for Redistribution as established by this Contract.

12. **SUPPLEMENTAL POWER TRANSACTIONS:**

12.1 At the request of the Integrated Scheduling Agent, Western shall, at the expense of the Parties, provide scheduling and dispatching services for Supplemental Power acquired by the Parties from others.

12.2 The Parties shall enter into agreements with third parties for the purchase of Supplemental Power. The Parties shall be responsible for obtaining a transmission path to deliver the Supplemental Power scheduled by Western on behalf of the Parties to the Parties' electric systems.

12.3 At the Integrated Scheduling Agent's request, Western will monitor the short-term energy market and schedule Supplemental Power on behalf of the Parties if energy is available to meet the Parties' forecasted hourly loads. Western will only schedule Supplemental Power from third parties with which the Parties have entered into agreements that allow for such scheduling by Western. Western will not initiate scheduling of Supplemental Power from third parties without copies of written agreements between the Parties and such third parties.

12.4 The Integrated Scheduling Agent shall determine a maximum price for Supplemental Power for Western to schedule on behalf of the Parties. The Integrated Scheduling Agent shall provide the maximum Supplemental Power price to Western's dispatchers and schedulers in writing, and such shall remain the price of record until Western is notified in writing of any change.

12.5 The Integrated Scheduling Agent shall establish the maximum amount of Supplemental Power to be scheduled by Western on behalf of the Parties for each hourly period and/or for each Billing Period as mutually agreed by Western's schedulers and the Integrated Scheduling Agent.

12.6 Western will ascertain on a daily basis the availability and cost of Supplemental Power from third-party suppliers with which the Parties have entered into agreements to purchase Supplemental Power. Western will schedule Supplemental Power up to the maximum amount of Supplemental Power requested by the Integrated Scheduling Agent from the lowest-priced sources that can be purchased at costs less than or equal to the maximum price for Supplemental Power specified by the Integrated Scheduling Agent.

12.7 Western shall not be liable in the event that Supplemental Power is scheduled in excess of the Parties' hourly loads. If Supplemental Power is scheduled which does exceed the Parties' hourly loads, the Parties shall be responsible for paying for the cost of such excess Supplemental Power. Western also accepts no liability in the event that Western is unable to schedule enough Supplemental Power to meet the Parties' loads, and the Parties shall withstand any losses incurred by any deficiency in schedules.

12.8 Western will issue monthly statements to the Integrated Scheduling Agent for Supplemental Power transactions. The monthly statements shall indicate the price, transmission costs, and the amount scheduled to each Party. The price shall be the actual price agreed to by Western at the time of the schedule.

12.9 As compensation to Western for the scheduling services provided to the Parties pursuant to this section, the Parties shall pay a scheduling service charge based upon the charge then in effect for such services as specified in Service Schedule A hereof, or under any applicable rate schedule promulgated by Western in the future pursuant to the GPCP. The applicable rate schedule, as amended or supplemented from time to time, shall be attached to this Contract and shall be made a part hereof; and Service Schedule A shall be modified as appropriate. The service charge shall be agreed to by the Integrated Scheduling Agent and Western prior to Western's scheduling energy and shall be added to each Party's monthly electric service bill in accordance with instructions from the Integrated Scheduling Agent.

13. **NONFIRM ENERGY:**

13.1 Western may sell nonfirm energy, if available, to the Parties upon the request of the Integrated Scheduling Agent at mutually agreeable point(s) of delivery, subject to available capacity of substation and transmission facilities.

13.2 Western shall deliver such nonfirm energy to the Parties in amounts and during hours as negotiated with the Integrated Scheduling Agent at the time of purchase. Purchased energy shall be accounted for on the basis of final schedules. The price for nonfirm energy shall be mutually agreed to in advance by Western and the Integrated Scheduling Agent.

14. **ADDITIONAL PARTIES:**

14.1 Other Western long-term SLCA/IP firm electric service contractors or subcontractors may become Additional Parties to this Contract, subject to the written consent of Western and the then existing Parties and the execution of an Additional Party amendment. The consent of the then existing Parties shall be evidenced by the Integrated Scheduling Agent's written approval of an Additional Party amendment.

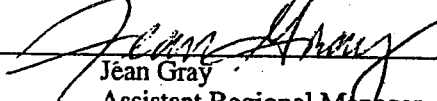
14.2 In determining whether to add an Additional Party neither the Parties nor Western shall withhold consent for reasons that are arbitrary or would constitute unconstitutional discrimination against the Additional Party. An Additional Party may have conditions imposed upon its membership if the addition of the Additional Party is reasonably likely to have a quantifiable negative economic impact on one or more of the then existing Parties.

15. **ACKNOWLEDGMENTS:** Western and the Parties agree that the redistribution of SLCA/IP resources pursuant to this Contract is not evidence that any Party no longer has a need for all or any portion of its SLCA/IP Contract entitlements.
16. **INTERGOVERNMENTAL CONTRACT:** Each Party that is a "public agency," as that term is defined in A.R.S. § 11-951, has submitted this Contract to its attorney to determine that the Contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona to such Party.
17. **SIGNATURE IN COUNTERPARTS:** This Contract may be executed in any number of counterparts and shall be deemed to constitute a single document with the same force and effect as if all of the Parties hereto, having signed a counterpart, had signed all other counterparts. The Integrated Scheduling Agent or the signing party shall cause each Party's executed counterpart to be delivered to Western and Western shall distribute conformed copies of the signed counterpart to each Party and the Integrated Scheduling Agent.
18. **SEVERABILITY:** To the extent any provision of this Contract is found by a court of competent jurisdiction to be unenforceable, such provision is severable from the remainder of the Contract, which shall remain in full force and effect.
19. **AUTHORITY:** The Contracting Officer and each person executing this Contract on behalf of a Party are duly authorized to enter into this Contract on behalf of and to bind the entity represented.

20. **GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract Provisions effective July 10, 1998, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein; provided, that Articles 20 through 30 shall not be applicable hereto.
21. **CONTINGENT UPON AUTHORIZATION:** Continued expenditures by the United States are contingent upon Congress making the necessary authorization required for the continued performance of United States' obligations under this Contract. In case such authorization is not made, the Contractor(s) hereby releases the United States from its contractual obligations and from all liability due to failure of Congress to make such authorization.
22. **PRIOR AGREEMENTS:** The Original Contract, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are hereby amended, restated and superseded in their entirety by and in this Contract Amendment.

IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By   
Jean Gray  
Title Assistant Regional Manager  
for Power Marketing  
Address Desert Southwest Regional Office  
P.O. Box 6457  
Phoenix, AZ 85005-6457

Ref: FES Contract No. 87-BCA-10000  
(SLCA/IP)

AK-CHIN INDIAN COMMUNITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address 42507 West Peters & Nall Road  
Maricopa, Arizona 85239

Ref: FES Contract No. 87-BCA-10002  
(SLCA/IP)

CHANDLER HEIGHTS CITRUS IRRIGATION  
DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address P. O. Box 9038  
Chandler Heights, Arizona 85227

IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_  
Jean Gray  
Title \_\_\_\_\_ Assistant Regional Manager  
for Power Marketing  
Address \_\_\_\_\_ Desert Southwest Regional Office  
\_\_\_\_\_  
P.O. Box 6457  
\_\_\_\_\_  
Phoenix, AZ 85005-6457

Ref: FES Contract No. 87-BCA-10000  
(SLCA/IP)

AK-CHIN INDIAN COMMUNITY

By Leo Thomas  
Title Chairman, AKECA  
Address 42507 West Peters & Nall Road  
\_\_\_\_\_  
Maricopa, Arizona 85239

Ref: FES Contract No. 87-BCA-10002  
(SLCA/IP)

CHANDLER HEIGHTS CITRUS IRRIGATION  
DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address P. O. Box 9038  
\_\_\_\_\_  
Chandler Heights, Arizona 85227

IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By \_\_\_\_\_  
Jean Gray  
Title \_\_\_\_\_  
Assistant Regional Manager  
for Power Marketing  
Address \_\_\_\_\_  
Desert Southwest Regional Office  
\_\_\_\_\_  
P.O. Box 6457  
\_\_\_\_\_  
Phoenix, AZ 85005-6457

Ref: FES Contract No. 87-BCA-10000  
(SLCA/IP)

AK-CHIN INDIAN COMMUNITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
42507 West Peters & Nall Road  
\_\_\_\_\_  
Maricopa, Arizona 85239

Ref: FES Contract No. 87-BCA-10002  
(SLCA/IP)

CHANDLER HEIGHTS CITRUS IRRIGATION  
DISTRICT

By Patricia Tucker  
Title President  
Address \_\_\_\_\_  
P. O. Box 9038  
\_\_\_\_\_  
Chandler Heights, Arizona 85227

IN WITNESS WHEREOF, the Parties and Western have caused this Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10016  
(SLCA/IP)

CITY OF SAFFORD

By

[Signature]  
CEO, Gila Resources Inc., a wholly owned Utility  
Title Subsidiary of the City of Safford

405 W. DISCOVERY PARK BLVD  
Address P.O. Box 272

Safford, Arizona 85548-0272

Ref: FES Contract No. 87-BCA-10001  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER TWO

By

Title

Address P. O. Box 548

Coolidge, Arizona 85228

Ref: FES Contract No. 87-BCA-10005  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER THREE

By

Title

Address 41630 West Louis Johnson Drive

Maricopa, Arizona 85239

IN WITNESS WHEREOF, the Parties and Western have caused this Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10016  
(SLCA/IP)

CITY OF SAFFORD

By \_\_\_\_\_

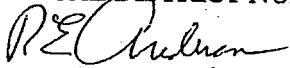
Title \_\_\_\_\_

Address P. O. Box 272

Safford, Arizona 85548-0272

Ref: FES Contract No. 87-BCA-10001  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER TWO

By   
R.E. ANDERSON

Title Chairman

Address P. O. Box 548

Coolidge, Arizona 85228

Ref: FES Contract No. 87-BCA-10005  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER THREE

By \_\_\_\_\_

Title \_\_\_\_\_

Address 41630 West Louis Johnson Drive

Maricopa, Arizona 85239

IN WITNESS WHEREOF, the Parties and Western have caused this Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10016  
(SLCA/IP)

CITY OF SAFFORD

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 272

Safford, Arizona 85548-0272

Ref: FES Contract No. 87-BCA-10001  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER TWO

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 548

Coolidge, Arizona 85228

Ref: FES Contract No. 87-BCA-10005  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER THREE

By W. H. Henson

Title Chairman

Address 41630 West Louis Johnson Drive

Maricopa, Arizona 85239

IN WITNESS WHEREOF, the Parties and Western have caused this Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10006  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER FOUR

By 

Title Chairman

Address P.O. Box 605

Eloy, Arizona 85231

Ref: FES Contract No. 87-BCA-10008  
(SLCA/IP Pinal County)

ELECTRICAL DISTRICT NUMBER FIVE OF  
PINAL COUNTY

By \_\_\_\_\_

Title \_\_\_\_\_

Address Box 1008

Red Rock, Arizona 85245

Ref: FES Contract No. 87-BCA-10009  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER SIX

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 16450

Phoenix, Arizona 85011-6450

IN WITNESS WHEREOF, the Parties and Western have caused this  
Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written  
above.

Ref. FES Contract No. 87-BCA-10006  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER FOUR

By \_\_\_\_\_

Title \_\_\_\_\_

Address P.O. Box 605

Eloy, Arizona 85231

Ref: FES Contract No. 87-BCA-10008  
(SLCA/IP Pinal County)

ELECTRICAL DISTRICT NUMBER FIVE OF  
PINAL COUNTY

By 

Title Chairman

Address Box 1008

Red Rock, Arizona 85245

Ref: FES Contract No. 87-BCA-10009  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER SIX

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 16450

Phoenix, Arizona 85011-6450

IN WITNESS WHEREOF, the Parties and Western have caused this  
Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written  
above.

Ref. FES Contract No. 87-BCA-10006  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER FOUR

By \_\_\_\_\_

Title \_\_\_\_\_

Address P.O. Box 605

Eloy, Arizona 85231

Ref: FES Contract No. 87-BCA-10008  
(SLCA/IP Pinal County)

ELECTRICAL DISTRICT NUMBER FIVE OF  
PINAL COUNTY

By \_\_\_\_\_

Title \_\_\_\_\_

Address Box 1008

Red Rock, Arizona 85245

Ref: FES Contract No. 87-BCA-10009  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER SIX

Approved as to form  
and content

By Jim Wilcox

Title President

By: William D. Baker

Address P. O. Box 16450

Title: Attorney for District

Phoenix, Arizona 85011-6450

IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10010  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER SEVEN

By 

Title Chairman

Address 14629 West Peoria Avenue

Waddell, Arizona 85355

Ref: FES Contract No. 87-BCA-10011  
(SLCA/IP)

MARICOPA WATER DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 900

Waddell, Arizona 85355-0900

Ref: FES Contract No. 87-BCA-10012  
(SLCA/IP)

OCOTILLO WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P.O. Box 490

Chandler, Arizona 85244-0490

IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10010  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_

Address 14629 West Peoria Avenue

Waddell, Arizona 85355

Ref: FES Contract No. 87-BCA-10011  
(SLCA/IP)

MARICOPA WATER DISTRICT

By 

Title General Mgr.

Address P. O. Box 900

Waddell, Arizona 85355-0900

Ref: FES Contract No. 87-BCA-10012  
(SLCA/IP)

OCOTILLO WATER CONSERVATION  
DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P.O. Box 490

Chandler, Arizona 85244-0490

IN WITNESS WHEREOF, the Parties and Western have caused this Contract  
Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10010  
(SLCA/IP)

ELECTRICAL DISTRICT NUMBER SEVEN

By \_\_\_\_\_

Title \_\_\_\_\_

Address 14629 West Peoria Avenue

Waddell, Arizona 85355

Ref: FES Contract No. 87-BCA-10011  
(SLCA/IP)

MARICOPA WATER DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 900

Waddell, Arizona 85355-0900

Ref: FES Contract No. 87-BCA-10012  
(SLCA/IP)

OCOTILLO WATER CONSERVATION  
DISTRICT

By  \_\_\_\_\_

Title Board President

Address P.O. Box 490

Chandler, Arizona 85244-0490

IN WITNESS WHEREOF, the Parties and Western have caused this  
Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written  
above.

Ref: FES Contract No. 87-BCA-10015  
(SLCA/IP)

ROOSEVELT IRRIGATION DISTRICT

By W. Bruce Holden

Title President

Address 103 West Baseline

Buckeye, Arizona 85326

Ref: FES Contract No. 87-BCA-10018  
(SLCA/IP)

SAN CARLOS IRRIGATION PROJECT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 250

Coolidge, Arizona 85228

Ref: FES Contract No. 87-BCA-10019  
(SLCA/IP)

SAN TAN IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 9008

Chandler Heights, Arizona 85227-9008

IN WITNESS WHEREOF, the Parties and Western have caused this  
Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written  
above.

Ref: FES Contract No. 87-BCA-10015  
(SLCA/IP)

ROOSEVELT IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address 103 West Baseline

Buckeye, Arizona 85326

Ref: FES Contract No. 87-BCA-10018  
(SLCA/IP)

SAN CARLOS IRRIGATION PROJECT

By *Robert E. Smith*

Title *Project Manager*

Address P. O. Box 250

Coolidge, Arizona 85228

Ref: FES Contract No. 87-BCA-10019  
(SLCA/IP)

SAN TAN IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 9008

Chandler Heights, Arizona 85227-9008

IN WITNESS WHEREOF, the Parties and Western have caused this  
Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written  
above.

Ref: FES Contract No. 87-BCA-10015  
(SLCA/IP)

ROOSEVELT IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address 103 West Baseline

Buckeye, Arizona 85326

Ref: FES Contract No. 87-BCA-10018  
(SLCA/IP)

SAN CARLOS IRRIGATION PROJECT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 250

Coolidge, Arizona 85228

Ref: FES Contract No. 87-BCA-10019  
(SLCA/IP)

~~SANTAN~~ IRRIGATION DISTRICT

By  \_\_\_\_\_

Title President of Board

Address P. O. Box 9008

Chandler Heights, Arizona 85227-9008

IN WITNESS WHEREOF, the Parties and Western have caused this  
Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written  
above.

Ref: FES Contract No. 87-BCA-10020  
(SLCA/IP)

TOWN OF THATCHER

By *St. Daly*

Title Mayor

Address P. O. Box 670

Thatcher, Arizona 85552

Ref: FES Contract No. 87-BCA-10021  
(SLCA/IP)

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address 30570 Wellton-Mohawk Drive

Wellton, Arizona 85356

Ref: FES Contract No. 87-BCA-10013  
(SLCA/IP)

QUEEN CREEK IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 690

Queen Creek, Arizona 85242

IN WITNESS WHEREOF, the Parties and Western have caused this Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10020  
(SLCA/IP)

TOWN OF THATCHER

By \_\_\_\_\_


Title \_\_\_\_\_

Address P. O. Box 670

Thatcher, Arizona 85552

Ref: FES Contract No. 87-BCA-10021  
(SLCA/IP)

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By 

Title Rep/Secy

Address 30570 Wellton-Mohawk Drive

Wellton, Arizona 85356

Ref: FES Contract No. 87-BCA-10013  
(SLCA/IP)

QUEEN CREEK IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address P. O. Box 690

Queen Creek, Arizona 85242

IN WITNESS WHEREOF, the Parties and Western have caused this Contract

Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written above.

Ref: FES Contract No. 87-BCA-10020  
(SLCA/IP)

TOWN OF THATCHER

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_ P. O. Box 670

\_\_\_\_\_  
Thatcher, Arizona 85552

Ref: FES Contract No. 87-BCA-10021  
(SLCA/IP)

WELLTON-MOHAWK IRRIGATION AND  
DRAINAGE DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_ 30570 Wellton-Mohawk Drive

\_\_\_\_\_  
Wellton, Arizona 85356

Ref: FES Contract No. 87-BCA-10013  
(SLCA/IP)

QUEEN CREEK IRRIGATION DISTRICT

By \_\_\_\_\_ *Ray L. Collins*

Title \_\_\_\_\_ *President*

Address \_\_\_\_\_ P. O. Box 690

\_\_\_\_\_  
Queen Creek, Arizona 85242

IN WITNESS WHEREOF, the Parties and Western have caused this  
Contract Amendment No. 4 to Contract No. 94-PAO-10592, to be executed the date first written  
above.

Ref: FES Contract No. 87-BCA-10007  
(SLCA/IP Maricopa County)

ELECTRICAL DISTRICT NUMBER FIVE OF  
MARICOPA COUNTY

By Kubacki Insurco

Title President

Address P. O. Box 5901

Mesa, Arizona 85211

**SERVICE SCHEDULE A**  
(Scheduling Service Charges)

1. This Service Schedule A to be effective under and as a part of Contract No. 94-PAO-10592, became effective on October 1, 1994; and shall remain in effect until either superseded by another Service Schedule A or termination of the Contract. The Firm Power Contractors through their designated Integrated Scheduling Agent shall pay a charge to Western for scheduling services in the amount agreed upon by Western and the Integrated Scheduling Agent prior to Western's scheduling energy.
2. Western shall provide a worksheet to the Integrated Scheduling Agent showing the factors used in determining the charge for scheduling services.

**7**

**AUTHENTICATED COPY**

**INTERAGENCY AGREEMENT BETWEEN  
U.S. DEPARTMENT OF INTERIOR  
BUREAU OF INDIAN AFFAIRS  
INTERAGENCY AGREEMENT NO AG9H009009  
AND  
U.S. DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
DESERT SOUTHWEST REGIONAL OFFICE  
PARKER-DAVIS PROJECT  
INTERAGENCY AGREEMENT NO. 98-DRS-10991**

This agreement, by and between the Bureau of Indian Affairs, San Carlos Irrigation Project, hereinafter referred to as SCIP, and the Western Area Power Administration, Desert Southwest Regional Office, hereinafter referred to as Western, is to provide professional and technical assistance to assist SCIP in its functional responsibility for the care, operation and maintenance of an electrical distribution system.

**1. BACKGROUND**

- 1.1. Western operates and maintains an electrical transmission system known as the Parker-Davis System.
- 1.2. SCIP has functional responsibility for the care, operation, and maintenance of an electrical distribution system as a part of the SCIP.
- 1.3. SCIP has contracted with Western for electric service, construction of the facilities, and operation and maintenance of facilities under various contracts.
- 1.4. SCIP desires and Western is willing to furnish professional and technical assistance to the SCIP.

**2. PURPOSE**

The purpose of this Interagency Agreement is for Western to provide professional and technical assistance to assist SCIP in its functional responsibility of an electrical distribution system. In addition, it replaces Letter Agreement No. 95-PAO-10640 dated May 26, 1995, and any Amendments between SCIP and Western are terminated by this Interagency Agreement.

**3. AUTHORITY**

The Authority under which SCIP and Western enter into this agreement are "Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved September 13, 1982 (96 Stat. 933), the Act of Congress approved May 28, 1954 (68 Stat. 143), the Federal Land Policy and Management Act of 1976, Public Law 94-579 (90 Stat. 2766; 43 USC 1737); the Intergovernment Cooperation Act of 1968, Public Law 90-577; and section 601 of the Economy Act (31 U.S.C. 1535), as prescribed in FAR 17.5.

#### 4. TERMS AND CONDITIONS

SCIP and Western deem it is mutually advantageous to cooperate in this undertaking and hereby agree to the following terms and conditions.

##### 4.1. Western agrees to:

4.1.1. Furnish professional and technical assistance.

4.1.2. Perform work to the extent possible, on a request basis under the conditions indicated herein.

4.1.2.1. Provide technical assistance, pursuant to availability, for field engineering support to SCIP. Work direction will be coordinated with SCIP.

4.1.2.2. Make available scheduled personnel to provide technical support services to SCIP.

4.1.2.3. Coordinate communication between SCIP and the engineer through Western's Desert Southwest Dispatch Center or in an agreed upon manner by the Parties.

4.1.3. Furnish all necessary personnel, supplies, materials, and non-capitalized equipment to perform work.

4.1.4. Provide to SCIP, within a reasonable time after completion of the work specified herein, a cost report.

4.1.5. Include, if necessary, in all Solicitation for Bids and contract award documents the Department of Interior, Indian Preference, Indian Preference Program, Buy Indian Act Provisions and applicable Tribal Employment Rights Program (TERO) Provisions.

##### 4.2. SCIP agrees to:

4.2.1. Under the terms and conditions specified herein, hereby grants a license to Western, its employees, agents, and subcontractors to enter SCIPs' rights-of-way to accomplish the work provided for in the Agreement, provided proper advance arrangements are made with SCIP.

4.2.2. Furnish required personnel, supplies, materials, and equipment to the extent agreed upon to assist Western in the completion of the work to be performed as indicated herein.

- 4.2.3. Reimburse Western for all of the costs incurred by Western under this Agreement, including all associated allocable costs. These costs shall include, but not be limited to, the cost incurred in performing the work herein, expenditures for materials, supplies, equipment, salaries, travel, per diem, overhead and other related work performed by employees, agents, or subcontractors of Western necessitated by the Agreement.
- 4.2.4. Be responsible for appropriating all funds for the amount set forth herein and furnish Western with a written confirmation of funds by issuing an amendment to this Agreement incorporating funding and work. Western's performance of activities under this Agreement shall be contingent upon SCIP providing advanced funding to Western for such tasks.
- 4.2.5. Review the cost set forth herein and shall notify Western, in writing, within twenty (20) days after receipt of the report if the SCIP takes exception to any of the costs set forth therein.
- 4.2.6. Provide the funding citation for work associated herein by the issuance of an amendment to the Agreement. Funds to fulfill the provisions of this Agreement shall be obligated by the work hereto and made a part hereof.
- 4.3. It is mutually agreed:
  - 4.3.1. The General Power Contract Provisions effective July 10, 1998, as they may apply, are attached hereto, and are hereby made a part of this Agreement with the same force and effect as if they had been expressly set forth herein; Provided, That if the articles in the GPCP are in conflict with this Agreement, the provisions of this Agreement shall control.
  - 4.3.2. Each party, by written notice to the other, shall designate the representative who is authorized to act on its behalf with respect to those matters contained herein, which are the functions and responsibilities of the Parties. Either Party may change the designation of its authorized representative upon oral notice given to the other and confirmed by written notice within ten days.
  - 4.3.3. This Agreement may be terminated at the request of either SCIP or Western, provided that if termination is by SCIP, that all costs incurred by Western through the date of termination and those costs that are the direct results of the termination shall be the responsibility of SCIP.
  - 4.3.4. This agreement shall not preclude the informal interchange of information between individuals of the agencies nor the participation in other meetings involving the interest of either agency. Each agency should designate a contact person for each

project when it is started. The contact person for each agency will keep their respective staff informed.

- 4.3.5. The agreement does not supersede any other contractual agreements between the SCIP and Western. This agreement is for the purpose of addressing engineering services and technical assistance only.
- 4.3.6. Project participants will complete all work outlined in this agreement within the established schedule and budget, as updated and amended. Participants warrant the technical adequacy of the portions of the products for which they are responsible. Any problems arising from errors or omissions from items within Western's control will be corrected in a timely manner and to the full satisfaction of SCIP.
- 4.3.7. SCIP shall retain ownership and will continue to have the responsibility for the care, operation and maintenance of SCIP electrical distribution system under its jurisdiction.

## **5. FUNDING AND PAYMENT**

- 5.1. Funds will be obligated on a fiscal year basis and are contingent upon the availability of appropriated funds by Congress. No liability on the part of the SCIP for any payment will be made until funds are available and confirmed in writing by the SCIP, through a Contracting Officer.
- 5.2. Pre-Agreement costs which have been incurred by Western prior to the signing of this Agreement, but not earlier than December 1, 1998, shall be reimbursed by SCIP, but in total, not to exceed the costs delineated in 4 – TERMS AND CONDITIONS.
- 5.3. **COMPENSATION TO WESTERN:**
  - 5.3.1. SCIP will reimburse Western for the costs incurred by Western under this Agreement, including all associated allocable costs as determined by Western.
  - 5.3.2. At the time of execution of this Agreement, funding identified in 5 – FUNDING AND PAYMENT of this Agreement is made available to Western.
  - 5.3.3. On or before October 1 of each year, SCIP will provide confirmation to Western's Finance Office, of a new reservation of funds for that fiscal year by an amendment to the Agreement incorporating funding and work. In the event these reserved funds are insufficient, Western shall promptly advise SCIP of the need for additional funds and the amount.
  - 5.3.4. Western will bill SCIP monthly for those months in which services are provided, through the On-line Payment and Collection System (OPAC). Western will provide to the Contractor a cost report with the monthly billing.

The bill will be charged to the Agency Location Code (ALC) 14-20-699 and shall cite SCIP's Agreement number assigned to the Agreement.

5.3.5. SCIP may review the costs set forth in the report and shall notify Western, in writing, within twenty (20) days after receipt of the report if the Contractor takes exception to any of the costs set forth.

5.3.6. A SCIP funding citation shall also be provided on a fiscal year basis.

5.4. The parties will utilize the On-Line, Payment and Collections (OPAC) procedure to electronically transfer funds from BIA treasury accounts, for expenses to be incurred by Western under this agreement. The ALC number may be changed upon appropriate written notification to Western. Western shall make every effort to ensure correct billing through the OPAC system and that the total amount of funds transferred does not exceed funds obligated by BIA for services identified in 4 – TERMS AND CONDITIONS.

5.4.1. The Agency Location Code (ALC) number 14-20-0699 and Agreement No. AG9H009009, shall appear in the first line of the description section of the OPAC collection message. Estimated funds not to exceed an annual amount of \$95,000.00 and are available as follows:

5.4.2. The funding citation will be:

H59410-99-52010-25.2Z: \$95,000.00

5.4.3. Discrepancies in Billing: Should SCIP dispute the amount of the bill, the Western project officer will first be contacted and notified of the discrepancy.

5.4.4. Western will be allowed to refund SCIP the amount in dispute. If SCIP is dissatisfied with Western's remedial efforts, SCIP may then use the charge-back-system within OPAC.

## 6. TERMS OF AGREEMENT

The effective date of this Agreement will start when the respective parties have signed the agreement. The estimated completion date is September 30, 2004, and shall automatically renew for one successive five-year period not to exceed September 30, 2009, unless terminated by either Party upon one years written notice.

project when it is started. The contact person for each agency will keep their respective staff informed.

4.3.5. The agreement does not supersede any other contractual agreements between the SCIP and Western. This agreement is for the purpose of addressing engineering services and technical assistance only.

4.3.6. Project participants will complete all work outlined in this agreement within the established schedule and budget, as updated and amended. Participants warrant the technical adequacy of the portions of the products for which they are responsible. Any problems arising from errors or omissions from items within Western's control will be corrected in a timely manner and to the full satisfaction of SCIP.

4.3.7. SCIP shall retain ownership and will continue to have the responsibility for the care, operation and maintenance of SCIP electrical distribution system under its jurisdiction.

## **5. FUNDING AND PAYMENT**

5.1. Funds will be obligated on a fiscal year basis and are contingent upon the availability of appropriated funds by Congress. No liability on the part of the SCIP for any payment will be made until funds are available and confirmed in writing by the SCIP, through a Contracting Officer.

5.2. Pre-Agreement costs which have been incurred by Western prior to the signing of this Agreement, but not earlier than December 1, 1998, shall be reimbursed by SCIP, but in total, not to exceed the costs delineated in 4 – TERMS AND CONDITIONS.

### **5.3. COMPENSATION TO WESTERN:**

5.3.1. SCIP will reimburse Western for the costs incurred by Western under this Agreement, including all associated allocable costs as determined by Western.

5.3.2. At the time of execution of this Agreement, funding identified in 5 – FUNDING AND PAYMENT of this Agreement is made available to Western.

5.3.3. On or before October 1 of each year, SCIP will provide confirmation to Western's Finance Office, of a new reservation of funds for that fiscal year by an amendment to the Agreement incorporating funding and work. In the event these reserved funds are insufficient, Western shall promptly advise SCIP of the need for additional funds and the amount.

5.3.4. Western will bill SCIP monthly for those months in which services are provided, through the On-line Payment and Collection System (OPAC). Western will provide to the Contractor a cost report with the monthly billing.

The bill will be charged to the Agency Location Code (ALC) 14-20-699 and shall cite SCIP's Agreement number assigned to the Agreement.

5.3.5. SCIP may review the costs set forth in the report and shall notify Western, in writing, within twenty (20) days after receipt of the report if the Contractor takes exception to any of the costs set forth.

5.3.6. A SCIP funding citation shall also be provided on a fiscal year basis.

5.4. The parties will utilize the On-Line, Payment and Collections (OPAC) procedure to electronically transfer funds from BIA treasury accounts, for expenses to be incurred by Western under this agreement. The ALC number may be changed upon appropriate written notification to Western. Western shall make every effort to ensure correct billing through the OPAC system and that the total amount of funds transferred does not exceed funds obligated by BIA for services identified in 4 – TERMS AND CONDITIONS.

5.4.1. The Agency Location Code (ALC) number 14-20-0699 and Agreement No. AG9H009009, shall appear in the first line of the description section of the OPAC collection message. Estimated funds not to exceed an annual amount of \$95,000.00 and are available as follows:

5.4.2. The funding citation will be:

H59410-99-52010-25.2Z: \$95,000.00

5.4.3. Discrepancies in Billing: Should SCIP dispute the amount of the bill, the Western project officer will first be contacted and notified of the discrepancy.

5.4.4. Western will be allowed to refund SCIP the amount in dispute. If SCIP is dissatisfied with Western's remedial efforts, SCIP may then use the charge-back-system within OPAC.

## 6. TERMS OF AGREEMENT

The effective date of this Agreement will start when the respective parties have signed the agreement. The estimated completion date is September 30, 2004, and shall automatically renew for one successive five-year period not to exceed September 30, 2009, unless terminated by either Party upon one years written notice.

**7. TECHNICAL REPRESENTATIVE**

The BIA technical representative/Contracting Officer's Representative for this Agreement is Mr. Duane Alston, Electrical Engineer, San Carlos Irrigation Project, and can be reached at (520) 723-7829. The Western technical representative for this Agreement is Mr. Hector Streyckmans, Project Manager, at (602) 352-2728. Western's address is Western Area Power Administration, Desert Southwest Regional Office, P.O. Box 6457, Phoenix, Arizona 85005-6457.

**8. AMENDMENT/RENEGOTIATION**

Amendment of this Agreement may be proposed by either party and shall become effective when signed by both parties. Amendment will be in the form of revisions to the original project agreement and changes documented through standard forms, correspondence or electronic mail, identifying the reason for change, the estimated change in planning costs (if any), and the affect on the project schedule (if any). This agreement is renegotiable at the option of either party.

**9. DISPUTES**

SCIP and Western agree that all resolved disputes, which occur under this Agreement, shall become effective when signed by both parties. This Agreement is renegotiable at the option of either party.

**10. TERMINATION**

The terms of this Agreement may be terminated upon mutual agreement of both parties. Either party may terminate this Agreement by providing written notice of termination to the other party not less than one year prior to the date of expiration. Should this Agreement be terminated prior to completion, Western shall be reimbursed for all work performed in accordance with V – FUNDING AND PAYMENT.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
the date first written above.

11. NAMES AND SIGNATURES

The undersigned, being duly authorized to act on behalf of their respective agencies, do hereby  
accept and approve the terms and conditions of this Agreement.

If you accept, please execute two originals and return one executed original to the Bureau of  
Indian Affairs.

Wayne C. Marshall  
Area Director, Phoenix Area Office  
Bureau of Indian Affairs

6/23/99  
Date

James J. Simon  
Contracting Officer, Phoenix Area Office  
Bureau of Indian Affairs

6-21-99  
Date

[Signature]  
Regional Manager, Desert Southwest Region  
Western Area Power Administration

7-19-99  
Date

N/A  
Project Engineer, Desert Southwest Region  
Western Area Power Administration

\_\_\_\_\_  
Date

8



Department of Energy  
Western Area Power Administration  
Desert Southwest Customer Service Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457

Authenticated Copy

JAN 30 2001

Letter Agreement No. 01-DSR-11241  
SAN CARLOS IRRIGATION PROJECT  
BUREAU OF INDIAN AFFAIRS  
(Purchase Power Agreement Pass-Through  
Cost Basis)

**HAND DELIVERED**

Mr. Robert Carolin  
Project Manager  
San Carlos Irrigation Project  
Bureau of Indian Affairs  
P.O. Box 250  
Coolidge, AZ 85228

Dear Mr. Carolin:

In order to accommodate San Carlos Irrigation Project's (Contractor or BIA) request, as a Parker-Davis Project Firm Electric Service contractor, for Western Area Power Administration (Western) to Purchase Power for the Contractor, it is necessary for the Contractor to enter into an agreement with Western to provide Purchase Power services on a pass-through cost basis. Purchase Power and associated transmission wheeling may be used to supplement the firm electric service resource in excess of the full Contract Rate of Delivery (CROD). Purchase Power will be provided to the Contractor in accordance with the terms and conditions set forth in this Letter Agreement (Agreement).

The Parties agree to the terms and conditions set forth herein.

1. **Term of the Agreement:** This Agreement shall become effective upon execution by both Parties and shall remain in effect until midnight June 31, 2001, and shall automatically continue for successive periods of one month each beyond the effective date, until terminated by either Party giving ten (10) days written notice, Provided, that no such termination shall be effective until completion of any ongoing transactions agreed upon by the Parties.
2. **Purchase Power and Wheeling Provider:** As a purchase power and wheeling provider, Western will provide Purchase Power Services to Contractor, which includes energy, capacity, transmission, and/or ancillary services, or other similar or related services, if available, pursuant to Contractor's request. Energy purchased by Western on behalf of Contractor will be procured under a Western Systems Power Pool (WSPP) Agreement,

Letter Agreement No. 01-DSR-11241  
SAN CARLOS IRRIGATION PROJECT  
BUREAU OF INDIAN AFFAIRS  
(Purchase Power Agreement Pass-Through  
Cost Basis)

and the terms of the WSPP Agreement will govern the delivery of the power to Contractor. Western will not procure any Purchased Power and wheeling except upon prior written authorization of Contractor.

3. **Purchase Power Services:** Western, at the sole expense of Contractor, agrees to purchase power and wheeling, including ancillary services, and transaction costs as provided in Section 3 hereof, including administrative costs of Western, on a monthly basis.
- 3.1 **Compensation to Western:** The estimated cost for the purchase power services described in Section 3 is Four Million dollars (\$4,000,000).
- 3.2 Contractor shall reserve funds in an amount sufficient to pay for the services described in Section 3 of this Agreement, which includes all allocable expenses, as determined by Western. In the event that the reserved funds by the Contractor are insufficient, the Contractor shall, upon written notice from Western reserve such additional funds as requested by Western and approved by Contractor. Western shall be under no obligation to perform any work pursuant to this Agreement until such reserved funds have been received and verified by Western. Western shall be under no obligation to return to Contractor any funds which are expended for the purpose of this Agreement. Any funds reserved and obligated by the Contractor in excess of the costs incurred by Western will be returned to Contractor, without any interest whatsoever, as soon as practicable. All costs for the work performed by Western shall be conclusively determined by Western.
- 3.3 Contractor, within seven (7) days of the execution of this Agreement, shall submit to Western, at the below listed address, the appropriate obligation/reservation of funds document specifying that the agreed upon funding level has been obligated and reserved for the purposes of this Agreement.
- U.S. Department of Energy  
Western Area Power Administration  
Desert Southwest Regional Office  
Finance Department  
ATTN: G8021  
P.O. Box 6457  
Phoenix, AZ 85005-6457.
- 3.4 Western will bill BIA on the On-line Payment and Collection System (OPAC) for all costs, including allocable expenses. The bill will be charged to Agency

Letter Agreement No. 01-DSR-11241  
SAN CARLOS IRRIGATION PROJECT  
BUREAU OF INDIAN AFFAIRS  
(Purchase Power Agreement Pass-Through  
Cost Basis)

Location Code (ALC) Number 14-20-0699 and cite both the Agreement number and the ALC.

3.5 On a daily preschedule basis, if BIA's scheduling agent determines that power in excess of BIA's load is available for re-marketing, Western shall use its best efforts to re-market the power purchases and shall credit revenues to the San Carlos Irrigation Project from such re-marketing based on actual revenue received. The net proceeds of any such re-marketing mitigation of power purchases will be after net billing for the purchase power costs and Western's cost including transaction fees and allocable expenses associated with the re-marketing.

3.6 Western Contacts are as follows:

Jean Gray, Resource Manager: (602) 352-2555 FAX (602) 352-2490 Business Day  
Kim Clark, Pre-Scheduler: (602) 352-2551 FAX (602) 352-2490 Business Day-  
615 South 43<sup>rd</sup> Avenue (6a.m. to 3p.m.)  
Phoenix, AZ 85009

Real Time Marketer: (970) 240-6219 FAX (970) 240-6295 All Hours  
1800 S. Rio Grande Avenue  
Montrose, CO 81401

Operations: (602) 352-2512 FAX (602) 352-2411 Operational  
614 South 43<sup>rd</sup> Avenue Emergencies  
Phoenix, AZ 85009

3.7 **Monthly Accounting:** Western will provide Contractor a monthly accounting of withdrawals from the Contractor's Purchase Power Services account and will provide details to the reasonable satisfaction of Contractor of all transactions for Purchase Power Services.

4. **General Power Contract Provisions:** The General Power Contract Provisions (GPCP) effective July 10, 1998, as they may apply, are attached hereto and are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, That if the articles in the GPCP are in conflict with this Agreement, the provisions of this Agreement shall control.

5. **Authorized Representatives:** Each party shall designate, by written notice to the other party, the representative who is authorized to act on its behalf with respect to those

matters contained in this Agreement. Western's Authorized Representatives are as specified in Section 3.5 of this Agreement.

6. **Authority to Execute:** Each person executing this Agreement on behalf of a Party is duly authorized to enter into this Agreement on behalf of and to bind the Party represented.

Authenticated Copy

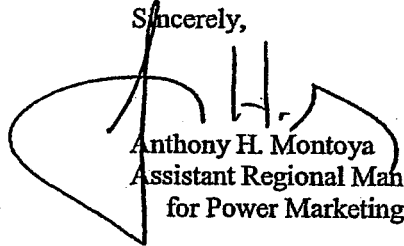
Letter Agreement No. 01-DSR-11241  
SAN CARLOS IRRIGATION PROJECT  
BUREAU OF INDIAN AFFAIRS  
(Purchase Power Agreement Pass-Through  
Cost Basis)

If the above terms and conditions of this Agreement meet with your approval, please sign both copies of this Agreement and return one signed original to:

Western Area Power Administration  
Desert Southwest Region  
ATTN: G6212  
P.O. Box 6457  
Phoenix, AZ 85005-6457.

Questions regarding this Agreement should be directed to either Ms. Kim Clark at (602) 352-2551 or Ms. Jean Gray at (602) 352-2555. Questions regarding Purchase Power Trust Account billing procedures should be directed to Ms. Reta Taylor at (602) 352-2559.

Sincerely,



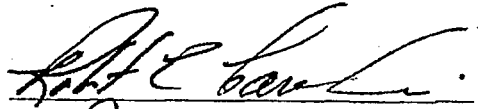
Anthony H. Montoya  
Assistant Regional Manager  
for Power Marketing

IN DUPLICATE

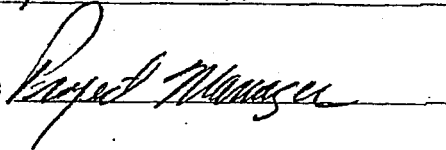
Accepted and agreed to this 30 day of January, 2001.

DEPARTMENT OF THE INTERIOR  
SAN CARLOS IRRIGATION PROJECT  
BUREAU OF INDIAN AFFAIRS

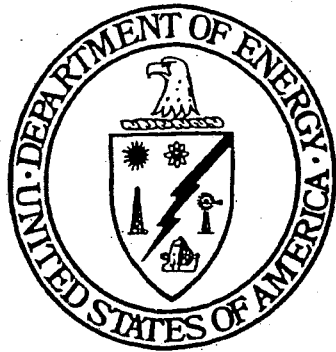
By



Title



9



United States  
Department of Energy

WESTERN AREA POWER  
ADMINISTRATION

Desert Southwest  
Regional Office

# INTERAGENCY AGREEMENT

INTERAGENCY AGREEMENT NO. 01-DSR-11262

BUREAU OF INDIAN AFFAIRS NO. AG1H00010019

BETWEEN

THE UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Customer Service Region  
Parker-Davis Project  
SLCA Integrated Projects

AND

UNITED STATES  
DEPARTMENT OF INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT

FOR

ENERGY MANAGEMENT SERVICES

INTERAGENCY AGREEMENT NO. 01-DSR-11262

BUREAU OF INDIAN AFFAIRS NO. AG1H00010019

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Customer Service Region  
Parker-Davis Project  
SLCA Integrated Projects

AND

UNITED STATES  
DEPARTMENT OF INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT

FOR

ENERGY MANAGEMENT SERVICES

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INTERAGENCY AGREEMENT NO. 01-DSR-11262

BUREAU OF INDIAN AFFAIRS NO. AG1H00010019

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
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Parker-Davis Project  
SLCA Integrated Projects

AND

UNITED STATES  
DEPARTMENT OF INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT

FOR

ENERGY MANAGEMENT SERVICES

1. PREAMBLE: This INTERAGENCY AGREEMENT, hereinafter called AGREEMENT, is made this 1<sup>st</sup> day of June 2001, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); December 21, 1928 (45 Stat. 1057); July 19, 1940 (54 Stat. 774), May 28, 1954 (68 Stat. 143); April 11, 1956 (70 Stat. 105); August 4, 1977 (91 Stat. 565); and the "Economy Act" of 1932 (31 U.S.C. 1535), acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy (Western), hereinafter called Western, represented by the officer executing this Agreement or a duly appointed successor, hereinafter called the Western Contracting Officer; and the UNITED STATES OF AMERICA, Department of Interior, Bureau of Indian Affairs, hereinafter called the Contractor, acting on behalf of the San Carlos Irrigation Project, represented by the officer executing this Agreement, or

a duly assigned representative, its successors and assigns, each sometimes hereinafter individually called Party, and both sometimes collectively called the Parties.

2. **EXPLANATORY RECITALS:**

2.1 Western is engaged in the marketing of generation and transmission of electric power, and operates the Western Area Lower Colorado (WALC) Control Area in the Desert Southwest, which includes the Parker-Davis Project (P-DP), Salt Lake City Area Integrated Project (SLCA/IP), and Boulder Canyon Project (BCP).

2.2 The Contractor is engaged in the purchase and distribution of electric power in the State of Arizona; and has allocations of Federal Hydro Resources.

2.3 Aggregation and management of the Contractor's loads and Power Resources by Western will result in greater efficiencies and more economic use and dispatch of the Contractor's Power Resources.

2.4 The Parties desire to enter into this Agreement in order to include all of the Contractor's electrical loads, generation, and transmission resources, within Western's Control Area, and have Western manage the aggregation of all these resources and loads.

3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

4. **EFFECTIVE DATE AND TERM:** This Agreement shall become effective upon its execution by the Contractor and Western; shall become operationally effective on June 1, 2001, unless otherwise mutually agreed; and shall continue in force and effect for a term of twenty (20) years from that date, subject to Section 7, Termination Procedures.

5. **DEFINITIONS:** As used in this Agreement, unless the context otherwise requires, the words and terms defined in this Section 5, when initially capitalized and used herein or in the Exhibits attached hereto, whether in singular or plural, shall have the meanings

ascribed to them in this Section 5. The definitions in this Agreement shall control the interpretation of this Agreement only.

5.1 **Additional Power** means any capacity and/or energy purchased on the spot market by the Contractor or Western on behalf of the Contractor not included in the Contractor's Exhibit A.

5.2 **Aggregate Load** means the Contractor's designated loads as shown in Exhibit B combined in an integrated hourly coincident format for calculating peak demand.

5.3 **Aggregate Resource** means the Contractor's Power Resources combined in an hourly format or scheduled dynamically to meet the Aggregate Load.

5.4 **Ancillary Services** means those services, as defined in Western's Tariff, that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's transmission system in accordance with good utility practice.

5.5 **Contract Rate of Delivery (CROD)** is the maximum amount of capacity the Contractor is entitled to receive in accordance with the Contractor's P-DP or SLCA/IP Firm Electric Service Contract.

5.6 **Control Area** means an area consisting of an electric power system or systems, bounded by interconnection metering and telemetry, capable of controlling generation to maintain balance of generation within the Control Area and its interchange schedule with other Control Areas, and contributing to frequency regulation of the interconnected systems.

5.7 **Federal Hydro Resources** means the capacity, energy, and associated rights to ancillary services purchased directly from Western by the Contractor from the

Federal hydro projects, including, but not limited to Salt Lake City Area Integrated Projects (SLCA/IP), and Parker-Davis Project (P-DP) resources.

5.8 **Energy Imbalance** means the monthly energy deviation between the Contractor and WALC, either positive or negative, as calculated at the end of the month in accordance with Section 8.3 of this Agreement.

5.9 **Operating Reserve** means capability above firm system demand required to provide for regulation, load forecasting error, forced and scheduled outages, and local area protection as defined in WSCC criteria. It consists of Spinning Reserve and Supplemental Reserve.

5.10 **Power Resources** means all of the Contractor's resources, including Transmission and Operating Reserves, owned and under contract as shown in Exhibit A, including Additional Power.

5.11 **Reimbursable Account** is an account established by Western for the Contractor in the United States Treasury containing funds which are immediately available to Western to pay for the costs of providing loads and resources management services and power accounting under this Agreement, including but not limited to, the actual cost of market purchases and associated charges for transmission, transmission losses, energy, capacity, Ancillary Services, non-standard ancillary services, merchant transaction fees, subcontractor charges, labor charges, associated administrative overhead, and audit costs for providing other services on behalf of the Contractor, as provided under this Agreement.

5.12 **Regulation** means the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled interconnection frequency at sixty cycles per second (60 Hz) as necessary to follow the moment-by-moment changes in load.

5.13 **Spinning Reserve** means Operating Reserve which is unloaded generation synchronized to the system and capable of immediate response to additional demand.

5.14 **Supplemental Reserve** means Operating Reserve which is unloaded generation not connected to the system but capable of serving demand within fifteen (15) minutes, or interruptible load which can be removed from the system within fifteen (15) minutes.

5.15 **Third Party** means any party other than the Parties associated with this Agreement.

5.16 **Transmission Provider** means the Desert Southwest Regional Office of the Western Area Power Administration (Western) which owns, controls, or operates the facilities used for the transmission of electric energy in interstate commerce and provides transmission service for which the transmission customer has contracted.

5.17 **WALC** means Western Area Lower Colorado Control Area.

5.18 **WSCC** means Western Systems Coordinating Council.

6. **TRANSMISSION ARRANGEMENT**: Upon entering this Agreement, the Contractor must possess, singularly or a combination of, transmission, transmission contracts, or delivery rights capable of meeting its long-term firm transmission service requirements.

7. **TERMINATION PROCEDURES**: The Contractor or Western may at any time terminate this Agreement by providing written notice sixty (60) days prior to the date when service is to be terminated; Provided, no such termination shall be effective until the completion or termination of any ongoing transaction pursuant to this Agreement is agreed upon by the Contractor and Western. In the event Western ceases to operate its Control Area, the Contractor may, upon ten (10) days' written notice, terminate this Agreement at the beginning of any monthly billing period from sixty (60) days before

Western ceases to operate the Control Area until six (6) months after the transfer of the Control Area operations.

### **Part One**

#### **Energy Management Services**

**ENERGY MANAGEMENT SERVICES:** Western shall provide the Contractor the following energy management services in accordance with procedures mutually developed by the Parties:

##### **8.1 Aggregate Resource:**

8.1.1 Western shall combine the Contractor's Aggregate Resources for dispatch by WALC. Western shall use its best efforts to optimize the available resources and schedule the Aggregate Resources in the most economical manner.

8.1.2 Western and the Contractor shall agree on any change in operating procedure that may be required as a result of changes in the Contractor's loads.

8.1.3 To meet regulation and reserve requirements, Western has the option to preschedule additional energy to meet the Aggregate Load and peak capacity obligations during certain core peak hours.

8.1.4 If the Contractor's Aggregate Load exceeds one hundred (100)percent of the Aggregate Resource, such Additional Power required will be acquired by Western at the Contractor's expense as specified herein, to meet the Aggregate Load, as system conditions require.

8.1.5 Western shall provide scheduling, control, dispatching, and perform power accounting necessary for this Agreement.

8.1.6 Western will sell the Contractor's Power Resources that are surplus, other than Federal Hydro Resources, above the Aggregate Load requirements of the Contractor's load. Western will bill the purchasing entity monthly under terms

consistent with the current Western Systems Power Pool (WSPP) Agreement or any appropriate enabling agreement. Western will perform an agency transfer of funds, from Western to the Contractor through the On-line Payment and Collection System (OPAC) following receipt of payment from the entity purchasing the surplus resources.

8.1.7 In the event the Contractor requires additional transmission service or Ancillary Services from Western in order to deliver Aggregate Resources to the Aggregate Load or to sell surplus Power Resources, that transmission service will be procured in accordance with Western's Open Access Transmission Tariff and Western will charge the Contractor a cost-based charge for this service.

8.2 Additional Power:

8.2.1 It is recognized that from time to time Western, on behalf of the Contractor, will need to make short-term power supply arrangements. Funds for such arrangements must be available through the Reimbursable Account as provided in Section 14.

8.2.2 The Contractor may purchase Additional Power after consultation with Western with regard to amount, type of resource and delivery conditions. The Contractor may also authorize Western to make such purchases. Western shall provide scheduling, control, dispatching, and other services for Additional Power.

8.2.3 Western will use its best efforts to mitigate expense to the Contractor resulting from excess purchases of Additional Power by integrating such capacity and/or energy into its firm Control Area loads; re-selling excess Additional Power resource; canceling or reducing the excess in order to mitigate costs; or use of other means which are available to Western.

8.2.4 If at any time the Contractor's Power Resources are interrupted or

curtailed and Western is unable to schedule another of the Contractor's Power Resources in time to fully replace the curtailed or interrupted Power Resource, Western shall procure the Additional Power required to serve the Contractor's load for that time period. Billing and payment shall be in accordance with Section 14.

8.3 **Energy Imbalance:** The Contractor and Western shall conscientiously trend deviation energy toward a zero balance daily on a prescheduled basis. Western will reduce the deviation energy balance as follows:

8.3.1 To the extent possible, Western will schedule the Aggregate Resource monthly and daily to meet the Contractor's Aggregate Load including consideration for prior accumulations of balancing deviation energy. An alteration of the monthly or daily preschedule may be made by Western's operating personnel if inadequate resources or a surplus of resources for the Aggregate Load exists.

8.3.2 To the maximum extent possible, the accumulated fiscal year Energy Imbalance must net to zero at the end of each fiscal year and will be reduced through scheduling, or the Parties may agree to a financial settlement of the deviation energy balance if the Contractor owes Western.

8.4 **Other Services:** Western shall provide other services including, but not limited to, load and resource analysis, power accounting, and financial accounting necessary to meet the requirements of the Contractor and Western under this Agreement.

8.5 **Power Transaction Statements:** By the end of the month following the month transactions occurred, Western shall issue itemized monthly transaction statements to the Contractor for the energy management services provided to the Contractor pursuant to this Agreement. No later than ninety (90) days after the close of the fiscal year, Western shall produce an annual statement summarizing power transactions pursuant to

this Agreement. These statements shall be in accordance with the format and procedures mutually agreed to between the Contractor and Western.

**SCHEDULING METHODOLOGY:** Schedules are intended to provide firm and reliable electric service for the Contractor's loads at the lowest reasonable cost. The following scheduling methodology will be used:

9.1 The Contractor shall annually forecast its load on a monthly basis in cooperation with Western's scheduling personnel. The Contractor shall notify Western of its available resources in advance of each scheduling year. In addition the Contractor must notify Western of any changes to available resources no later than the fifteenth (15<sup>th</sup>) day of the month prior to the month the resource is to be scheduled. Western will optimize the schedule for the Contractor's Power Resources to match the monthly Aggregate Load requirements in the most economic manner available. Contractor's Power Resources shall include Regulation and Operating Reserve required to meet WSCC criteria.

9.2 Western will aggregate all the Contractor loads and resources into an aggregate profile on a monthly basis. The Contractor shall notify Western of its seasonal resources to be utilized as outlined in the Contractor's Exhibit A. Western will estimate the aggregate hourly profile for weekday, weekend, and holiday projected load for each month.

9.3 On a daily preschedule basis, if Western determines that power in excess of the Contractor's Aggregate Load is available for re-marketing. Western shall use its best effort to re-market the non-Federal Hydro Resource and shall credit revenues to the Contractor's Reimbursable Account from such re-marketing based on actual revenue received. The net proceeds of any such re-marketing mitigation will be after net billing

for the purchased power costs and Western's costs including transaction fees and allocable expenses associated with the re-marketing.

## **Part Two**

### **Control Area Services**

#### **CONTROL AREA SERVICES:**

10.1 **Operations Policy:** The Contractor shall either currently have under contract, or shall authorize Western to procure, Power Resources, Additional Power and Ancillary Services sufficient to provide for all load obligations of the Contractor, including native load, reserves, Regulation, transmission and transmission losses. All of the Contractor's Power Resources available to Western will be applied to the Contractor's Aggregate Load in each hour with consideration for the following elements:

10.1.1 Generator operating constraints such as minimum and maximum loading levels, ramp rates, minimum run times, maximum run times, system stability requirements (e.g. voltage support or VAR support), Operating Reserve requirements, planned outages, and any other constraint or condition affecting generation.

10.1.2 Firm purchase contract conditions such as minimum and maximum load factors, minimum or maximum energy take requirements, and any other constraint or condition affecting the ability to receive capacity or energy under the contract.

10.1.3 Generating unit outages which would limit a supplier's ability to deliver capacity or energy pursuant to a purchase contract.

10.1.4 The availability of short term firm capacity or energy from market suppliers.

10.1.5 Transmission constraints or limitations and transmission service contract requirements, which would preclude the physical delivery of capacity or energy as contemplated by the schedule, including loss factors.

10.2 **Ancillary Services:** Western shall provide to the Contractor or procure for the Contractor, as needed, the following Control Area Services:

10.2.1 **Scheduling, System Control and Dispatch Service:** This service is required to schedule the movement of power through, out of, within, or into a Control Area.

10.2.2 **Reactive Supply and Voltage Control from Generation Sources Services:** In order to maintain transmission voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities under the control of the Control Area operator are operated to produce (or absorb) reactive power. The amount of reactive supply and voltage control from generation sources service to be supplied with respect to the transmission customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits generally accepted in the region and consistently adhered to by the Transmission Provider.

10.2.3 **Regulation and Frequency Response Service:** Regulation and frequency response service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled interconnection frequency at sixty cycles per second (60 Hz). Regulation and frequency response service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load.

The transmission customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and frequency response service obligation.

10.2.4 **Energy Imbalance Service:** Energy Imbalance service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. The transmission customer must either obtain this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Energy Imbalance service obligation.

10.2.5 **Operating Reserve – Spinning Reserve Service:** Spinning Reserve service is needed to serve load immediately in the event of a system contingency. Spinning Reserve service may be provided by generating units that are on-line and loaded at less than maximum output. The transmission customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve service obligation.

10.2.6 **Operating Reserve – Supplemental Reserve Service:** Supplemental Reserve service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load, but rather, within a short period of time. The transmission customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve service obligation.

### Part Three

#### General Provisions

11. **POINTS OF INTERCONNECTION AND DELIVERY:** Western shall schedule capacity and energy for delivery to the Contractor at the point(s) of interconnection and delivery. Western's WSCC Control Area representative will determine the point(s) of interconnection and delivery shall be at the interconnection described in each of the Contractor's Power Resource contracts listed in Exhibit A.

12. **COMPENSATION METHODOLOGY:**

12.1 Western's published charges for Ancillary Services, shall apply to such services supplied by Western under this Agreement. Western shall provide a schedule of such charges, including revisions thereto, to the Contractor and the Contractor shall pay for such services at the established rates.

12.2 To the extent services are provided under contracts for Federal Hydro Resources, Federal transmission, or by the Contractor through other contracts, no additional charges are intended to be charged hereunder.

12.3 It is not the intention of the Parties that any contractor within WALC subsidizes any other Contractor's services, as a result of this Agreement. If it is found that subsidization is occurring under this Agreement, the Parties shall develop and implement a method for eliminating such subsidies.

12.4 Western shall provide or procure the services as described in this Agreement and Contractor shall pay for Western's cost of supplying or procuring such services as specified in the Contractor's Exhibit C.

12.5 Western may revise the charges for services set forth in this Section, other than those specified in Section 12.1, and may revise the charges for services set

forth in the Contractor's Exhibit C, by providing written notification to the Contractor six (6) months prior to the beginning of the fiscal year in which revised charges are to become effective. The most recent twelve (12) months' data, modified for known and measurable changes, will be used to establish the charges.

12.6 The compensation under this Agreement, or any management Agreements issued hereunder, is to reimburse Western for actual and direct expenses for all reimbursable costs. Such costs consist of the actual cost of market purchase and associated charges, including but not limited to transmission, transmission losses, energy, capacity, Ancillary Services, non-standard ancillary services, merchant transaction fees, subcontractor charges, labor charges, associated administrative overhead, and audit costs which are required to deliver services under this Agreement.

13. **CONSULTATION AND COORDINATION:** The Contractor and Western will consult and coordinate scheduling and operating criteria for the Contractor's Aggregate Load and Aggregate Resource under this Agreement.

13.1 The Contractor and Western shall give written notice to the other Party of the name of its designated authorized representative and alternate authorized representative for matters under this Agreement within five (5) working days after the date of execution of this Agreement. Notice of any change of authorized representative or alternate authorized representative shall be given by written notice to the other party. Each Party's designated authorized representative shall be authorized to act on behalf of such Party with respect to those responsibilities provided herein. The authorized representative and the alternate authorized representatives shall have no authority to amend this Agreement.

13.2 The Contractor and Western shall meet from time to time as it shall determine necessary, but in no event less often than twice per year. Either Party may call for a meeting by written request. A proposed agenda for the meeting shall accompany the written notice.

13.3 The purpose of meetings and discussions between Western and the Contractor shall be as follows:

13.3.1 To establish, in conjunction with Western, the implementation of Part One and Two of this Agreement.

13.3.2 To establish procedures for power accounting for transactions and financial accounting for charges pursuant to this Agreement.

13.3.3 To establish, review, and/or modify procedures and standard practices consistent with the provision hereof, for the guidance of schedulers as to matters affecting transactions under this Agreement.

13.3.4 To mutually develop guidelines and recommend to Western mutually beneficial scheduling procedure modifications required in connection with transactions under this Agreement.

14. **BILLING AND PAYMENT:** The accounting and billing period for this Agreement shall be one (1) calendar month and coincidental with the calendar month, unless otherwise specified.

14.1 **General Provisions:**

14.1.1 All reimbursable costs as set forth in Section 12.6 and all sales revenue as set forth in Section 9.3 under this Agreement shall be netted for payment in accordance with Western's General Power Contract Provisions (GPCP) and the Contractor's Exhibit C.

14.1.2 Other services rendered by Western under this Agreement will be provided and paid for in accordance with Subsection 8.4 and the Contractor's Exhibit C.

14.1.3 Arrangements under other Western contracts will be paid for under the terms and conditions specified in those contracts.

14.2 **Funds Reservation:** Western, at the sole expense of the Contractor, agrees to provide services as described in this Agreement. All costs for work performed by Western shall be conclusively determined by Western.

14.2.1 After execution of this Agreement, the Contractor shall notify Western on a monthly basis, no later than the twentieth (20<sup>th</sup>) day of the month preceding the month services will be provided, of the amount of funds reservation available to pay for expenses under this Agreement. The Contractor shall maintain the balance of reserved funds at the level jointly determined by Western and the Contractor by making necessary obligations from time to time.

14.2.2 In the event Western determines the reservation of funds available for transfer to the Reimbursable Account is insufficient to make purchases or provide other services during the month, Western will immediately provide written notice to the Contractor requesting that additional funds be reserved. In the event that notification from the Contractor of additional funds reservations is not received within five (5) days, services under this Agreement will be discontinued until sufficient funds have been reserved to pay for all allowable costs.

14.2.3 Western shall be under no obligation to perform any work pursuant to this Agreement until funds have been reserved by the Contractor.

14.2.4 Within seven (7) days after execution of this Agreement, the Contractor shall submit to Western written notification with appropriate reservation of funds for the month of June 2001, specifying that the agreed upon funding level has been reserved for the purposes of this Agreement.

**14.3 Reimbursable Account:**

14.3.1 Western shall establish a Reimbursable Account in the United States Treasury to fund the terms and conditions of this Agreement. Western will be reimbursed through on-line payment and collection procedures (OPAC) for making purchases providing other services on behalf of the Contractor, and collecting sales revenues as provided under this Agreement. Western will issue a bill which is the net of reimbursable costs and sales revenue to agency location code (ALC) number 14-20-0699 and shall cite both this Agreement No. 01-DSR-11262, Bureau of Indian Affairs No. AG1H00010019 and the ALC number.

14.3.2 Timing of the net bill for OPAC to the Contractor will occur no later than the thirtieth (30<sup>th</sup>) day of the month following the month in which reimbursable expenses or sales transactions occur. Western shall make its best efforts to ensure timely collection of sales revenue on the Contractor's behalf. Western will provide an invoice to the Contractor simultaneously with the issuance of the monthly OPAC. The format of the invoice will be as mutually agreed upon by the Parties.

14.3.3 Western will send to the Contractor a quarterly Reimbursable Account statement showing costs incurred, purchases made, sales revenue, and services provided.

15. **RECONCILIATION:** As soon as practicable after the close of the fiscal year, but not later than ninety (90) days thereafter, the Contractor and Western shall meet to discuss the yearly accounting reconciliation, and any changes in processes and procedures which will improve performance under this Agreement.
16. **DISPUTES:** In the event of a dispute under this Agreement, the Parties agree that pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations hereunder, provided that neither Party shall be required to take any action pending such resolution which it has been advised by counsel, or which it reasonably believes, is unlawful or not permitted pursuant to applicable regulations. Any disputes between the Parties shall be subject to the process described herein.
- 16.1 The Parties shall first attempt to resolve such dispute by mutual agreement.
- 16.2 If the Parties cannot mutually agree to a resolution of such dispute, the Parties shall attempt to resolve the dispute through mediation. The Parties shall use their best efforts to select a mediator reasonably acceptable to both Parties. The costs of mediation, including any mediator's fees, and costs for the use of any facilities during the mediation, shall be shared equally by both Parties. Each Party's other costs and expenses shall be paid by the Party incurring them.
17. **NOTICES:** Except as otherwise provided in this Agreement, any notice, demand, or request required by this Agreement to be given in writing to either Party shall be considered properly given when delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail service, or prepaid telegram addressed to such Party at the following address:

17.1 To Contractor:

Department of the Interior  
Bureau of Indian Affairs  
Two Arizona Center  
P.O. Box 10  
Phoenix, AZ 85001  
ATTN: Supervisory Contract Specialist

17.2 To Western:

Department of Energy  
Western Area Power Administration  
Desert Southwest Regional Office  
P.O. Box 6457  
Phoenix, AZ 85005-6457  
ATTN: Assistant Regional Manager for Power Marketing

Any Party may change the designation of the person or the address to which such notices are to be sent by notice in writing to the other Party given in accordance with the foregoing provisions.

8. **AUDIT:**

18.1 Each Party shall have the right, at its own expense, to designate an employee representative(s) or contracted representative(s) of a certified public accounting firm who shall have the right to audit and to examine any cost, payment, settlement, or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken only after ten (10) days' written notice is given to the other Party. Audits shall be performed at reasonable times and in conformance with generally accepted auditing standards. The Party being audited agrees to fully cooperate with any such audit(s). This right to audit shall extend for a period of three (3) years following the date of each payment under this Agreement. The Parties agree to retain all necessary records/documentation during this audit period.

18.2 The Parties shall be notified in writing of any exception taken as a result of an audit and shall respond to such notification with a proposed resolution within thirty (30) days.

19. **SEVERABILITY:** To the fullest extent possible, each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

20. **EXHIBITS:** The initial Exhibits are attached hereto, made a part hereof, and shall be in full force and effect in accordance with their respective terms until superseded by a subsequent Exhibit. Exhibits may be modified from time to time as agreed upon by Western and the Contractor.

21. **MODIFICATION OF THIS AGREEMENT:**

21.1 No modification, change, or amendment of this Agreement shall be effective unless made in writing and signed by each of the Parties.

21.2 The Parties shall negotiate in good faith to modify this Agreement to provide each Party with the rights and benefits stipulated herein.

22. **CONTINGENT UPON AUTHORIZATION:** Continued expenditures by Western are contingent upon Congress making the necessary authorization required for the continued performance of Western's obligations under this Agreement. In case such authorization is not received, the Contractor hereby releases Western from its contractual obligations and from all liability due to failure of Congress to make such authorization.


23. **CONTINGENT UPON APPROPRIATIONS:** Where activities provided for in the Agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States obligations under the Agreement. In case such appropriation is not made, the Parties agree to release each other from their contractual obligations hereunder and from all liability due to the failure of Congress to make such appropriation.
24. **ASSIGNMENT:** In the event the Contractor is divested by actions of the United States the Contractor shall give at least ninety (90) days notice to Western. Upon receipt of such notice, Western may approve the assignment of this Agreement in which case the terms, covenants, and conditions of the Agreement shall inure to and be binding upon the party(s) that acquires the rights of the Contractor, or Western may terminate this Agreement in accordance with Section 7 herein.
25. **GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract Provisions (GPCP), dated July 10, 1998, as they may apply are attached hereto, and are hereby made a part of this Agreement the same as if they had been expressly set forth herein; Provided, if the articles in the GPCP are in conflict with this Agreement, the provisions of this Agreement shall control.
26. **INFORMATION EXCHANGE:** The Parties shall cooperate in the exchange of information between themselves in order to further the purposes of this Agreement and to verify compliance with the terms of this Agreement in an expeditious manner.
27. **GOVERNING LAW:** This Agreement shall be interpreted, governed by, and construed under applicable Federal law.

28. **AUTHORITY TO EXECUTE:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement which binds and obligates the Party.
29. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts and shall be deemed to constitute a single document with the same force and effect as if all Parties hereto, having signed a counterpart, had signed all other counterparts. Each Party shall deliver a signed counterpart to the Desert Southwest Regional Office of Western which shall prepare a composite conformed copy and deliver the same to each Party.

ne Party named below has caused this Agreement No. 01-DSR-11262 to be executed.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By

  
Anthony H. Montoya

Title Assistant Regional Manager

For Power Marketing

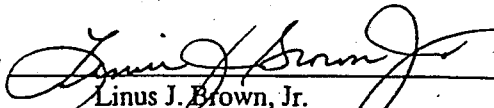
Address Desert Southwest Regional Office

P.O. Box 6457

Phoenix, AZ 85005-6457

The Party named below has caused this Agreement No. 01-DSR-11262 to be executed.

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FOR SAN CARLOS IRRIGATION PROJECT

By   
Linus J. Brown, Jr.  
Title Supervisory Contract Specialist

Address Two Arizona Center

P.O. Box 10

Phoenix, AZ 85001

**10**

Exhibit C.SCIP, Revision No. 2  
Interagency Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

**SAN CARLOS IRRIGATION PROJECT**

1. This EXHIBIT C.SCIP, Revision No. 2, made this 9<sup>th</sup> day of SEPTEMBER, 2002, to be effective under and as a part of Interagency Agreement No. 01-DSR-11262, dated June 1, 2001, hereinafter called Agreement. This Exhibit C.SCIP, Revision No. 2 shall remain in effect until superseded by another Exhibit C.SCIP, provided, that this Exhibit C.SCIP, Revision No. 2 or any superseding Exhibit C.SCIP shall be terminated by expiration of the Agreement.
2. **COSTS**: The Contractor's actual costs associated with this Agreement shall be funded in accordance with Section 14 of the Agreement. The costs set forth in this Exhibit C.SCIP are estimates of annual costs based on the services described in the Agreement, or power purchase costs listed in this Exhibit C.SCIP.
3. **OTHER SERVICES**: These services will only be required for resources other than those that are Federally contracted resources. Compensation for these services is outlined in Section 12 of the Agreement. The services are as follows:
  - 3.1 **Load and Resource (L&R) Analysis**: L&R analysis is done on a daily basis to closely match the Aggregate Load with the Aggregate Resources. The Aggregate Resources will be loaded and utilized economically. The incremental costs associated with Section 3.1 are based on calculating the per schedule cost of Twenty Six Dollars (\$26.00), plus incremental capital costs associated with SCADA and the DSW Dispatch Center of Three Dollars and Thirty-two Cents (\$3.32) (total = Twenty-Nine Dollars and Thirty-two Cents (\$29.32)/schedule) times the number of schedules associated with other than Federal Power Resource contracts that are part of the Contractor's Power Resources

times the number of days in a given month. The monthly cost is then broken down by taking the number of schedules associated with the Contractor's contracts in effect during the month times the overall monthly costs. For example, if the Contractor has four (4) non-Federal schedules in a given month, the monthly cost would be Twenty-Nine Dollars and Thirty-Two Cents (\$29.32) x Thirty-One (31) days x four (4) non-Federal schedules = Three Thousand, Six Hundred Thirty-Five Dollars and Sixty-Eight Cents (\$3,635.68).

3.2 **Accounting/Analysis Costs:** This includes accounting, reporting and future L&R analysis for Aggregated Load included under the Agreement and for transactions executed under this Agreement. The estimated annual cost of providing this service is Fifty-Five Thousand Dollars (\$55,000). The Contractor shall be responsible for and shall be billed for all costs incurred under the Agreement. Western will supply the Contractor a detailed report of monthly expenditures.

3.3 **Pass Through Costs:** Costs including, but not limited to, spot market, intermediate or long term power purchases, transmission wheeling costs, ancillary services, sales and purchase transaction fees, and control area service costs. The Contractor shall provide written authorization to Western for power purchases that have a delivery term of one month or longer. Specific terms and conditions of all purchase power contracts with a delivery term of one month or longer, entered into by Western on behalf of Contractor are listed in subsection 3.3 of this Exhibit C.SCIP. Actual costs incurred will be passed through for payment by the Contractor.

Exhibit C.SCIP, Revision No. 2  
Interagency Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

3.3.1 Contract Number and/or Confirmation Letter:

<u>Number</u>	<u>Term</u>	<u>Qty</u>	<u>Price</u>	<u>Del Point</u>
02-DSR-11345	Aug 1, 2002 – Aug 31, 2004	25 MW 24 x 7	\$ 45	PPK 230-kV
	Aug 1, 2002 – Aug 31, 2002	15 MW 24 x 7	\$ 45	PPK 230-kV
	June 1, 2003 – Aug 31, 2003	15 MW 24 x 7	\$ 45	PPK 230-kV
	June 1, 2004 – Aug 31, 2004	15 MW 24 x 7	\$ 45	PPK 230-kV

(Credit applied pursuant to Section 6.2 of the Contract)

3.4 Special Project/Other Costs: The Contractor will give advanced written authorization for other costs that are mutually agreed to be necessary by Western and/or the Contractor.

3.5 Start up Costs: This includes, but is not limited to, preparation of an interagency agreement, programming of the energy management system, programming of the scheduling database, and SCADA programming. Estimated start up cost is Ten Thousand Dollars (\$10,000).

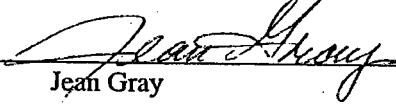
3.6 Total Monthly Costs: The total cost per month will be the addition of Section 3.1 costs, Section 3.2 costs, Section 3.3 costs and Section 3.4 costs.

4. This Exhibit C.SCIP, Revision No. 2, to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

Exhibit C.SCIP, Revision No. 2  
Interagency Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

The Parties have caused this Exhibit C.SCIP, Revision No. 2 to Interagency Agreement  
No. 01-DSR-11262 to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By   
Jean Gray

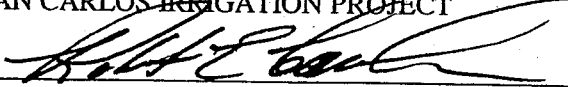
Title Assistant Regional Manager for Power Marketing

Address Desert Southwest Region

P.O. Box 6457

Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FOR SAN CARLOS IRRIGATION PROJECT

By   
Robert E. Carolin  
Title Project Manager

Address Post Office Box 250

Coolidge, Arizona 85228

**11**



**Department of Energy**  
Western Area Power Administration  
Desert Southwest Customer Service Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

Mr. Bob Carolin  
Project Manager  
U.S Department of Interior  
Bureau of Indian Affairs  
San Carlos Irrigation Project  
P.O. Box 250  
Coolidge, AZ 85228

Dear Mr. Carolin:

One fully executed original of Exhibit A.SCIP, Revision No. 3, (Exhibit) to Interagency Agreement No. 01-DSR-11262 (Agreement), between the Bureau of Indian Affairs, San Carlos Irrigation Project (SCIP) and Western Area Power Administration (Western) is enclosed for your use and records.

This Exhibit A.SCIP, Revision No. 3 adds Agreement No. 03-DSR-11399, between Western and SCIP for Reimbursement of Western Electricity Coordinating Council Dues to SCIP's Additional Contracts list covered under the Agreement.

Questions concerning this Exhibit can be directed to me at (602) 352-2659.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gary A. Stein", is written over a horizontal line.

Gary A. Stein  
Public Utilities Specialist

Attachment  
(Original)

bcc:

**ATTN: S. Roth, A1600, Lakewood, CO (w/one Original)**

G1580 (CF)

G4200 (Holden-Baker)

G4230 (Miller)

G6300 (Casey)

G6325 (Schaefer)

G6340 (Young)

G6212 (Stein)

G8021 (Taylor)

(w/cy of encl)

G6212GASStein:R:/PMARKET/Contract/11262Rev3ExhA.SCIPsd032404\_gas

**AUTHENTICATED COPY**

Exhibit A.SCIP, Revision No. 3  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

**SAN CARLOS IRRIGATION PROJECT**

1. This EXHIBIT A.SCIP, Revision No. 3, made this 23 day of MARCH, 2004, to be effective under and as a part of Agreement No. 01-DSR-11262, dated June 1, 2001, hereinafter called Agreement. This Exhibit A.SCIP, Revision No. 3 shall remain in effect until superseded by another Exhibit A.SCIP; provided, that this Exhibit A.SCIP or any superseding Exhibit A.SCIP shall be terminated by expiration of the Agreement.
2. **CONTRACTOR'S POWER RESOURCES:** Listed below are Contractor's Power Resources to be aggregated by Western as part of this Agreement.

A. **Power:**

1. 87-BCA-10018 - SLCA/IP Firm Electric Service
2. 87-BCA-10104 - P-DP Firm Electric Service
3. 94-PAO-10592 - Contract between P-DP, SLCA/IP and Firm Power Contractors for Integrated Federal Resource and Power Transactions
4. 98-DSR-10944 - Parker-Davis Project Excess Energy
5. 02-DSR-11345 - Purchase of Energy
6. Interchange Agreement between AEPCO & SCIP dated September 15, 1998

B. **Transmission:**

1. 87-BCA-10127 - P-DP Firm Transmission
2. 19931 - APS Transmission Service Letter Agreement

Exhibit A.SCIP, Revision No. 3  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

3. **CONTRACTOR'S ADDITIONAL CONTRACTS:** Listed below is the Contractor's additional contract which is made a part of this Agreement.

A. **Additional Contracts:**

1. 03-DSR-11399 - Reimbursement of WECC Dues

4. This Exhibit A.SCIP, Revision No. 3 to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

The Parties have caused this Exhibit A.SCIP, Revision No. 3, to Interagency Agreement No. 01-DSR-11262 to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By Jean Gray

Title Assistant Regional Manager

for Power Marketing

Address Desert Southwest Regional Office

P.O. Box 6457

Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FOR SAN CARLOS IRRIGATION PROJECT

By [Signature]

Title \_\_\_\_\_

Address \_\_\_\_\_

Exhibit B.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

SAN CARLOS IRRIGATION PROJECT

1. This EXHIBIT B.SCIP made this 1<sup>st</sup> day of June, 2001, to be effective under and as a part of Agreement No. 01-DSR-11262, dated June 1, 2001, hereinafter called the Agreement, shall become effective on June 1, 2001. This Exhibit B.SCIP shall remain in effect until superseded by another Exhibit B.SCIP; Provided, That this Exhibit B.SCIP or any superseding Exhibit B.SCIP shall be terminated by expiration of the Agreement.
2. **DESIGNATED LOADS:** Listed below are all Contractor designated monthly load projections to be aggregated by Western as part of this Agreement.

Month	Capacity MW	Energy MWH
October	67	30,400
November	60	29,000
December	67	33,600
January	65	31,300
February	65	30,000
March	57	32,000
April	66	33,100
May	75	38,800
June	78	42,500
July	82	46,900
August	82	44,900
September	73	37,500

3. This Exhibit B.SCIP to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

**12**

Exhibit D.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

**SCHEDULING AND OPERATIONS PERSONNEL  
AND AUTHORIZED PRINCIPAL REPRESENTATIVES OF THE PARTIES**

1. This Exhibit D.SCIP, made this 1st day of June, 2001, to be effective under and as a part of Agreement No. 01-DSR-11262, dated June 1, 2001, hereinafter called Agreement, shall remain in effect until superseded by another Exhibit D.SCIP; Provided, That this Exhibit D.SCIP or any superseding Exhibit D.SCIP shall terminate by the expiration of this Agreement.
2. Contractor's Power Resources are identified in Exhibit A.SCIP and may be changed and distributed by Contractor in accordance with the notification requirements of Section 17, Notices.
3. Contractor's contacts may be changed and distributed by Contractor in accordance with the notification requirements of Section 17, Notices.

**Contractor's Contacts:**

Name, Title, And Location	Phone Number	Fax Number	Area of Responsibility	Hours
(Primary) Benjamin Charley Power Division Manager 13805 North Arizona Boulevard, or P.O. Box 250 Coolidge, AZ 85228	(520) 723-6208 or Pager (520) 421-5769	(520) 723-1179	Authorized Principal Representative	Business Day
(Secondary) Mark Michael Electrical Engineer 13805 North Arizona Boulevard or P.O. Box 250 Coolidge, AZ 85228	(520) 723-6204	(520) 723-1179	Authorized Principal Representative	Business Day

Exhibit D.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

Mike Miller Public Utility Specialist 13805 North Arizona Boulevard or P.O. Box 250 Coolidge, AZ 85228	(520) 723-6205 or (520) 560-0518	(520) 723-1179	Resources and Load Forecasting	Business Day
Robert Skates Supervisory Accountant 13805 North Arizona Boulevard or P.O. Box 250 Coolidge, AZ 85228	(520) 723-6146	(520) 723-9583	Financial Representative	Business Day
Renee D. Holly Contract Specialist 400 North 5 <sup>th</sup> Street, 12 <sup>th</sup> Floor Two Arizona Center Phoenix, AZ 85004	(602) 379-3822	(602) 379-6763	Contract Specialist	Business Day
Operator-on-Duty	(520) 723-6209	(520) 723-9266	Operations or Emergencies	24x7

Western's Contacts:

Title, and Location	Phone Number	Fax Number	Area of Responsibility	Hours
Jean Gray Power System Resource Manager 615 South 43 <sup>rd</sup> Avenue Phoenix, AZ 85009	(602) 352-2555	(602) 352-2490	Authorized Principal Representative	Business Day
Marvin Millsap Power Pre-Scheduler 615 South 43 <sup>rd</sup> Avenue Phoenix, AZ 85009	(602) 352-2551 (602) 352-2674	(602) 352-2490	Resources and Load Forecasting	Business Day
Operations (Load Shedding) 615 South 43 <sup>rd</sup> Avenue Phoenix, AZ 85009	(602) 352-2512	(602) 352-2411	Operations	Operation Emergenci es
Financial Representative Reta Taylor or Ron Atkins	(602) 352-2559 (602) 352-2567	(602) 352-3587	Finance	Business Day
Judi Austen-Meyers Contracting Specialist 615 South 43 <sup>rd</sup> Avenue Phoenix, AZ 85009	(602) 352-2747	(602) 385-2490	Contracting	Business Day

Exhibit D.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

4. Contractor's and Western's contacts may be changed and distributed by Western in accordance with the notification requirements of Section 17, Notices.
5. This Exhibit D.SCIP to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

**13**

Exhibit A.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

SAN CARLOS IRRIGATION PROJECT

1. This EXHIBIT A.SCIP made this 1<sup>st</sup> day of June, 2001, to be effective under and as a part of Agreement No. 01-DSR-11262, dated June 1, 2001, hereinafter called the Agreement, shall become effective on June 1, 2001. This Exhibit A.SCIP shall remain in effect until superseded by another Exhibit A.SCIP; Provided, That this Exhibit A.SCIP or any superseding Exhibit A.SCIP shall be terminated by expiration of the Agreement.
2. CONTRACTOR'S POWER RESOURCES: Listed below are Contractor's Power Resources to be aggregated by Western as part of this Agreement.

A. Power:

1. 87-BCA-10018 - SLCA/IP Firm Electric Service
2. 87-BCA-10104 - P-DP Firm Electric Service
3. 94-PAO-10592 - Contract between P-DP, SLCA/IP and Firm Power Contractors for Integrated Federal Resource and Power Transactions
4. 98-DSR-1094 - Parker-Davis Project Excess Energy
5. Interchange Agreement between AEPCO & SCIP dated September 15, 1998

Exhibit A.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

B. Transmission:

- |    |              |   |   |
|----|--------------|---|---|
| 1. | 87-BCA-10127 | - | P-DP Firm Transmission                    |
| 2. | 19931        | - | APS Transmission Service Letter Agreement |

3. This Exhibit A.SCIP to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

**14**

Exhibit A.SCIP, Revision No. 1  
Agreement NO. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

**SAN CARLOS IRRIGATION PROJECT**

1. This EXHIBIT A.SCIP, Revision No. 1, made this 29<sup>th</sup> day of AUGUST, 2001, to be effective under and as a part of Agreement No. 01-DSR-11262, dated June 1, 2001, hereinafter called the Agreement. This Exhibit A.SCIP, Revision No. 1 shall remain in effect until superseded by another Exhibit A.SCIP; provided, that this Exhibit A.SCIP or any superseding Exhibit A.SCIP shall be terminated by expiration of the Agreement.
2. **CONTRACTOR'S POWER RESOURCES:** Listed below are Contractor's Power Resources to be aggregated by Western as part of this Agreement.

A. **Power:**

1. 87-BCA-10018 - SLCA/IP Firm Electric Service
2. 87-BCA-10104 - P-DP Firm Electric Service
3. 94-PAO-10592 - Contract between P-DP, SLCA/IP and Firm Power Contractors for Integrated Federal Resource and Power Transactions
4. 98-DSR-10944 - Parker-Davis Project Excess Energy
5. 01-DSR-11278 - Purchase of Energy
6. Interchange Agreement between AEPCO & SCIP dated September 15, 1998

B. **Transmission:**

1. 87-BCA-10127 - P-DP Firm Transmission
2. 19931 - APS Transmission Service Letter Agreement

Exhibit A.SCIP, Revision No. 1  
Agreement NO. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

3. This Exhibit A.SCIP, Revision No. 1 to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

Exhibit A.SCIP, Revision No. 1  
Agreement NO. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

The Parties have caused this Exhibit A.SCIP, Revision No. 1 to Interagency Agreement  
No. 01-DSR-11262 to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By  \_\_\_\_\_

Anthony H. Montoya

Title Assistant Regional Manager

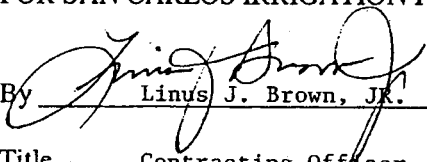
For Power Marketing

Address Desert Southwest Region

P.O. Box 6457

Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FOR SAN CARLOS IRRIGATION PROJECT

By  \_\_\_\_\_

Linus J. Brown, Jr.

Title Contracting Officer

BUREAU OF INDIAN AFFAIRS

Address WESTERN REGIONAL OFFICE

P.O. BOX 10

PHOENIX, AZ 85001

15

# AUTHENTICATED COPY

Exhibit A.SCIP, Revision No. 2  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

## SAN CARLOS IRRIGATION PROJECT

1. This EXHIBIT A.SCIP, Revision No. 2, made this 9<sup>th</sup> day of SEPTEMBER, 2002, to be effective under and as a part of Agreement No. 01-DSR-11262, dated June 1, 2001, hereinafter called the Agreement. This Exhibit A.SCIP, Revision No. 2 shall remain in effect until superseded by another Exhibit A.SCIP; provided, that this Exhibit A.SCIP or any superseding Exhibit A.SCIP shall be terminated by expiration of the Agreement.
2. **CONTRACTOR'S POWER RESOURCES:** Listed below are Contractor's Power Resources to be aggregated by Western as part of this Agreement.

### A. Power:

1. 87-BCA-10018 - SLCA/IP Firm Electric Service
2. 87-BCA-10104 - P-DP Firm Electric Service
3. 94-PAO-10592 - Contract between P-DP, SLCA/IP and Firm Power Contractors for Integrated Federal Resource and Power Transactions
4. 98-DSR-10944 - Parker-Davis Project Excess Energy
5. 02-DSR-11345 - Purchase of Energy
6. Interchange Agreement between AEPCO & SCIP dated September 15, 1998

### B. Transmission:

1. 87-BCA-10127 - P-DP Firm Transmission
2. 19931 - APS Transmission Service  
Letter Agreement

Exhibit A.SCIP, Revision No. 2  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

3. This Exhibit A.SCIP, Revision No. 2 to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

The Parties have caused this Exhibit A.SCIP, Revision No. 2, to Interagency Agreement No. 01-DSR-11262 to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By   
Jean Gray

Title Assistant Regional Manager  
for Power Marketing

Address Desert Southwest Region

P.O. Box 6457

Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FOR SAN CARLOS IRRIGATION PROJECT

By   
Robert E. Carolin

Title Project Manager

Address Post Office Box 250

Coolidge, Arizona 85228

**16**

Exhibit C.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

**SAN CARLOS IRRIGATION PROJECT**

1. This EXHIBIT C.SCIP made this 1<sup>st</sup> day of June, 2001, to be effective under and as a part of Interagency Agreement No. 01-DSR-11262, dated 1 June 2001, hereinafter called the Agreement, shall become effective on June 1, 2001. This Exhibit C.SCIP shall remain in effect until superseded by another Exhibit C.SCIP; Provided, That this Exhibit C.SCIP or any superseding Exhibit C.SCIP shall be terminated by expiration of the Agreement.
2. **COSTS**: The Contractor's actual costs associated with this Agreement shall be funded in accordance with Section 14 of this Agreement. The costs set forth in this Exhibit C.SCIP are estimates of annual costs based on the services described in this Agreement.
3. **OTHER SERVICES**: These services will only be required for resources other than those that are Federally contracted resources. Compensation for these services is outlined in Section 12 of this Agreement. The services are as follows:
  - 3.1 **Load and Resource (L&R) Analysis**: L&R analysis is done on a daily basis to closely match the Aggregate Load with the Aggregate Resources. The Aggregate Resources will be loaded and utilized economically. The incremental costs associated with Section 3.1 are based on calculating the per schedule cost of Twenty Six Dollars (\$26.00), plus incremental capital costs associated with SCADA and the DSW Dispatch Center of Three Dollars and Thirty-two Cents (\$3.32) (total = Twenty-Nine Dollars and Thirty-two Cents (\$29.32)/schedule) times the number of schedules associated with other than Federal Power Resource contracts that are part of the Contractor's Power Resources

Exhibit C.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

times the number of days in a given month. The monthly cost is then broken down by taking the number of schedules associated with the Contractor's contracts in effect during the month times the overall monthly costs. For example, if the Contractor has four (4) non-Federal schedules in a given month, the monthly cost would be Twenty-Nine Dollars and Thirty-Two Cents (\$29.32) x Thirty-One (31) days x four (4) non-Federal schedules = Three Thousand, Six Hundred Thirty-Five Dollars and Sixty-Eight Cents (\$3,635.68).

3.2 **Accounting/Analysis Costs:** This includes accounting, reporting and future L&R analysis for Aggregated Load included under this Agreement and for transactions executed under this Agreement. The estimated annual cost of providing this service is Fifty-Five Thousand Dollars (\$55,000). The Contractor shall be responsible for and shall be billed for all costs incurred under this Agreement. Western will supply the Contractor a detailed report of monthly expenditures.

3.3 **Pass Through Costs:** Costs including, but not limited to, purchase of power, transmission wheeling costs, ancillary services, sales and purchase transaction fees, and control area service costs. Actual costs incurred will be passed through for payment by the Contractor.

3.4 **Special Project/Other Costs:** The Contractor will give advanced written authorization for other costs that are mutually agreed to be necessary by Western and/or the Contractor.

3.5 **Start up Costs:** This includes but is not limited to preparation of an interagency agreement, programming of the energy management system, programming

Exhibit C.SCIP  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN **CARLOS** IRRIGATION PROJECT

of the scheduling database, and SCADA programming. Estimated start up cost is Ten Thousand Dollars (\$10,000).

3.6 **Total Monthly Costs:** The total cost per month will be the addition of Section 3.1 costs, Section 3.2 costs, Section 3.3 costs and Section 3.4 costs.

4. This Exhibit C.SCIP to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

**17**

Exhibit C.SCIP, Revision No. 1  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

**SAN CARLOS IRRIGATION PROJECT**

1. This EXHIBIT C.SCIP, Revision No. 1, made this 29<sup>th</sup> day of AUGUST, 2001, to be effective under and as a part of Interagency Agreement No. 01-DSR-11262, dated June 1, 2001, hereinafter called Agreement. This Exhibit C.SCIP, Revision No. 1 shall remain in effect until superseded by another Exhibit C.SCIP, provided, that this Exhibit C.SCIP, Revision No. 1 or any superseding Exhibit C.SCIP shall be terminated by expiration of the Agreement.
2. **COSTS:** The Contractor's actual costs associated with this Agreement shall be funded in accordance with Section 14 of the Agreement. The costs set forth in this Exhibit C.SCIP are estimates of annual costs based on the services described in the Agreement, or power purchase costs listed in this Exhibit C.SCIP.
3. **OTHER SERVICES:** These services will only be required for resources other than those that are Federally contracted resources. Compensation for these services is outlined in Section 12 of the Agreement. The services are as follows:
  - 3.1 **Load and Resource (L&R) Analysis:** L&R analysis is done on a daily basis to closely match the Aggregate Load with the Aggregate Resources. The Aggregate Resources will be loaded and utilized economically. The incremental costs associated with Section 3.1 are based on calculating the per schedule cost of Twenty Six Dollars (\$26.00), plus incremental capital costs associated with SCADA and the DSW Dispatch Center of Three Dollars and Thirty-two Cents (\$3.32) (total = Twenty-Nine Dollars and Thirty-two Cents (\$29.32)/schedule) times the number of schedules associated with other

Exhibit C.SCIP, Revision No. 1  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

than Federal Power Resource contracts that are part of the Contractor's Power Resources times the number of days in a given month. The monthly cost is then broken down by taking the number of schedules associated with the Contractor's contracts in effect during the month times the overall monthly costs. For example, if the Contractor has four (4) non-Federal schedules in a given month, the monthly cost would be Twenty-Nine Dollars and Thirty-Two Cents (\$29.32) x Thirty-One (31) days x four (4) non-Federal schedules = Three Thousand, Six Hundred Thirty-Five Dollars and Sixty-Eight Cents (\$3,635.68).

3.2 Accounting/Analysis Costs: This includes accounting, reporting and future L&R analysis for Aggregated Load included under the Agreement and for transactions executed under this Agreement. The estimated annual cost of providing this service is Fifty-Five Thousand Dollars (\$55,000). The Contractor shall be responsible for and shall be billed for all costs incurred under the Agreement. Western will supply the Contractor a detailed report of monthly expenditures.

3.3 Pass Through Costs: Costs including, but not limited to, purchase of power, transmission wheeling costs, ancillary services, sales and purchase transaction fees, and control area service costs. Prior to Western making any power purchases for Contractor, Contractor shall provide written authorization to Western for power purchases that have a delivery term of one month or longer. Specific terms and conditions of all purchase power contracts with a delivery term of one month or longer, entered into by Western on behalf of Contractor are listed in subsection 3.3.1 of this Exhibit C.SCIP. Actual costs incurred will be passed through for payment by the Contractor.

Exhibit C.SCIP, Revision No. 1  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

3.3.1 Contract Number and/or Confirmation Letter:

	<u>Number</u>	<u>Term</u>	<u>Qty</u>	<u>Price</u>	<u>Del Point</u>
(a)	622350.01	June 1, 2001 – Aug 31, 2001	40 MW 24 x 7	\$310	WWG 230-kV
(b)	01-DSR-11278	Sep 1, 2001 – Aug 31, 2004	25 MW 24 x 7	\$ 45	PPK 230-kV
		June 1, 2002 – Aug 31, 2002	15 MW 24 x 7	\$ 45	PPK 230-kV
		June 1, 2003 – Aug 31, 2003	15 MW 24 x 7	\$ 45	PPK 230-kV
		June 1, 2004 – Aug 31, 2004	15 MW 24 x 7	\$ 45	PPK 230-kV

3.4 Special Project/Other Costs: The Contractor will give advanced written authorization for other costs that are mutually agreed to be necessary by Western and/or the Contractor.

3.5 Start up Costs: This includes, but is not limited to, preparation of an interagency agreement, programming of the energy management system, programming of the scheduling database, and SCADA programming. Estimated start up cost is Ten Thousand Dollars (\$10,000).

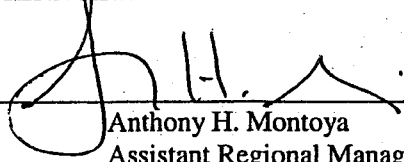
3.6 Total Monthly Costs: The total cost per month will be the addition of Section 3.1 costs, Section 3.2 costs, Section 3.3 costs and Section 3.4 costs.

4. This Exhibit C.SCIP, Revision No. 1, to Agreement No. 01-DSR-11262 may be modified in accordance with Section 20 of the Agreement.

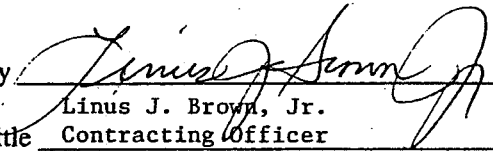
Exhibit C.SCIP, Revision No. 1  
Agreement No. 01-DSR-11262  
BIA No. AG1H00010019  
SAN CARLOS IRRIGATION PROJECT

The Parties have caused this Exhibit C.SCIP, Revision No. 1 to Interagency Agreement  
No. 01-DSR-11262 to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

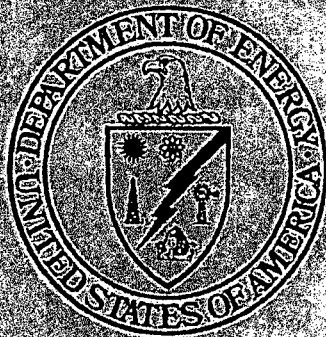
By   
Title Anthony H. Montoya  
Assistant Regional Manager  
For Power Marketing  
Address Desert Southwest Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
FOR SAN CARLOS IRRIGATION PROJECT

By   
Title Linus J. Brown, Jr.  
Contracting Officer  
Address BUREAU OF INDIAN AFFAIRS  
WESTERN REGIONAL OFFICE  
P.O. BOX 10  
PHOENIX, AZ 85001

**18**

**AUTHENTICATED COPY**



**United States  
Department of Energy**

**WESTERN AREA  
POWER ADMINISTRATION**

**Desert Southwest  
Regional Office**

# **AGREEMENT**

**INTERAGENCY AGREEMENT NO. 07-DSR-11775**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Region  
Parker-Davis Project**

**AND**

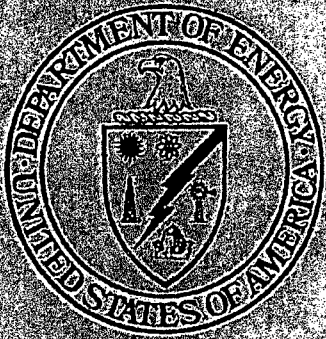
**BIA INTERAGENCY AGREEMENT NO. AGH00070014**

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT**

**FOR**

**OPERATION, MAINTENANCE, REPLACEMENT AND  
OWNERSHIP RESPONSIBILITIES OF FACILITIES AT  
LONE BUTTE SUBSTATION AND ORACLE SUBSTATION**

**AUTHENTICATED COPY**



**United States  
Department of Energy**

**WESTERN AREA  
POWER ADMINISTRATION**

**Desert Southwest  
Regional Office**

# **AGREEMENT**

**INTERAGENCY AGREEMENT NO. 07-DSR-11775**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Region  
Parker-Davis Project**

**AND**

**BIA INTERAGENCY AGREEMENT NO. AGH00070014**

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT**

**FOR**

**OPERATION, MAINTENANCE, REPLACEMENT AND  
OWNERSHIP RESPONSIBILITIES OF FACILITIES AT  
LONE BUTTE SUBSTATION AND ORACLE SUBSTATION**

Signature Clause .....

13

Exhibits

Appendix

Attachments

General Power Contract Provisions

INTERAGENCY AGREEMENT NO. 07-DSR-11775

BETWEEN

THE UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Region  
Parker-Davis Project

AND

BIA INTERAGENCY AGREEMENT NO. AGH00070014

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT

FOR

OPERATION, MAINTENANCE, REPLACEMENT AND  
OWNERSHIP RESPONSIBILITIES OF FACILITIES AT  
LONE BUTTE SUBSTATION AND ORACLE SUBSTATION

1. PREAMBLE: This Interagency Agreement (Agreement) is made this 24<sup>th</sup> day of August 2007, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388); August 4, 1939 (53 Stat. 1187); May 28, 1954 (68 Stat. 143); August 4, 1977 (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts, between the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, acting by and through the Administrator, Western Area Power Administration, hereinafter called Western, represented by the officer executing this Agreement or a duly appointed successor, hereinafter called the Contracting Officer; and the UNITED STATES OF AMERICA, DEPARTMENT OF INTERIOR, BUREAU OF INDIAN AFFAIRS, acting on behalf of the SAN CARLOS IRRIGATION PROJECT,

hereinafter called SCIP, its successors and assigns; each sometimes hereinafter individually called Party and both sometimes hereinafter collectively called Parties.

2. **EXPLANATORY RECITALS:**

2.1 Western operates and maintains an integrated electrical transmission system known as the Parker-Davis System.

2.2 SCIP owns and operates an electrical system that is interconnected with Western's Parker-Davis System.

2.3 The Parties have entered into Interagency Agreement No. DE-ME65-82WP39262, BIA Interagency Agreement No. H50C14IA7314, dated November 9, 1987, which provides for operation, maintenance, replacement, and ownership responsibilities of facilities at Lone Butte Substation and Oracle Substation.

2.4 The Parties desire to consolidate current arrangements for ownership, operation, maintenance, replacement of facilities, common use of facilities, financial responsibility, and sharing of responsibilities for specific facilities.

2.5 The Parties desire to provide herein for ownership, operation, maintenance, and replacement of their associated facilities and for additional facilities as may be required from time to time.

3. **AGREEMENT:** The Parties agree to the terms and conditions set forth herein.

4. **TERMINATION OF PRIOR AGREEMENTS:**

4.1 General services, ownership, operation, maintenance, and replacement arrangements set forth in other contracts or agreements between the Parties may be included in this Agreement, when mutually agreed by the Parties, upon execution of an exhibit to this Agreement that provides for the continuing responsibilities of the Parties.

Outstanding transactions or obligations remaining after an agreement is terminated pursuant to this Agreement shall remain in effect until satisfied.

4.2 Agreement No. DE-ME65-82WP39262 or portions thereof, as supplemented or amended, shall terminate upon execution of this Agreement and its initial exhibits.

5. **TERM OF AGREEMENT:**

5.1 This Agreement shall become effective on the date first written above and shall remain in effect until midnight, December 31, 2027, unless terminated earlier pursuant to subsection 5.2. All obligations pursuant to this Agreement incurred prior to its termination shall be preserved until satisfied.

5.2 Either Party may terminate this Agreement upon one (1) year advance written notice to the other Party. Such notice shall include the date upon which SCIP's facilities are to be disconnected from the Transmission System and removed in accordance with the Section 15, Removal of Facilities, of this Agreement.

6. **INDIAN PREFERENCE:** The Department of Interior Acquisition Regulation No. 1452.226-70 and 1452.226-71 are attached hereto as Attachment No. 1, and made a part hereof; except, that materials and work furnished by Western employees or Western contractors utilizing existing employees are excluded from the requirements set forth therein.

7. **RIGHT OF ENTRY:** SCIP, under the terms and conditions specified herein, hereby grants to Western, its employees, agents, and subcontractor(s), a Right to enter SCIP's easements and rights-of-way to accomplish the work provided for in this Agreement.

8. **OWNERSHIP:** Ownership of the facilities and/or equipment to be operated, maintained, and replaced pursuant to this Agreement shall be as listed in the exhibits,

attached hereto and made a part of this Agreement, the same as if expressly set forth herein.

9. **OPERATION OF FACILITIES:**

9.1 The Parties agree on the established operating procedures to govern the control and operation of facilities referenced in this Agreement.

9.2 Inasmuch as the responsibilities for operations of facilities may be different for each facility and may change during the term of this Agreement, they will be listed, as applicable, in exhibits which will be attached and made a part hereof.

9.3 The Parties agree that, as a general philosophy, those facilities that become an integral part of either Party's transmission system shall be operated by the Party owning the transmission system. The Parties also agree that, in the case of construction of new facilities or the modification of existing facilities, the Parties shall collaborate and mutually agree to arrangements which result in a reliable and safe operational configuration.

9.4 In recognition of the fact that the operating philosophy and guidelines of each of the Parties are compatible, the policies and procedures of the Party owning the facilities will be followed by all the Parties. SCIP recognizes the dispatch authority of Western as the Balancing Authority and Transmission Operator and agrees to operate facilities in accordance with Western's instructions when such operation is necessary for the reliable and secure operation of the interconnected system.

9.5 If during operations, maintenance, or replacements of transmission facilities an emergency occurs which requires the operation of the other Party's facilities, and a representative of the Party cannot be made readily available for such operation, or is unable to perform such operation, the Party performing the operations, maintenance, or

replacement may, upon notification to such other Party, operate the facilities as instructed.

If upon operation or attempted operation of the transmission facilities by the Party performing emergency operations, maintenance, or replacements, an operation mechanism fails or malfunctions and the Party financially responsible for the mechanism fails to repair it within a reasonable time, the Party performing emergency operations, maintenance, or replacements, in order to maintain the integrity of its system, shall have the right to make the necessary repairs or replacements at the reasonable expense of the Party financially responsible for the failed mechanism.

9.6 SCIP shall make an obligation of funds annually on or before September 30 based on estimated costs for the operation of the facilities listed in an appropriate exhibit.

10. **MAINTENANCE AND REPLACEMENT OF FACILITIES:** The responsibilities for maintenance and replacement may be different for each facility and may change during the term of this Agreement; as such they will be listed in the exhibits. Routine, major, and emergency maintenance, including replacements as necessary, will be performed in accordance with the attached exhibits. SCIP shall pay for the cost of such services in accordance with this Agreement and neither Party shall be responsible under this Agreement for any costs incurred by the other Party for maintenance and/or replacement(s) of its own facilities.

10.1 **Routine Maintenance:** Routine maintenance, which may include replacements, is hereby defined as that work typically performed on a Party's facilities and/or equipment and provided for in an annual work plan (Routine Maintenance).

10.2 Payment for Routine Maintenance: Upon execution of this Agreement, and each fiscal year thereafter, the charge for such estimated fiscal year cost for Routine Maintenance, SCIP shall make an obligation of funds annually on or before September 30 based on estimated costs for the operation of the facilities listed in an appropriate exhibit. Routine Maintenance costs are defined as those charges provided for in this subsection and detailed in exhibits to this Agreement. Routine Maintenance costs shall include, but not be limited to, labor and employee-related expenses; the costs for miscellaneous small parts and materials; costs for use of maintenance and test equipment normally available to Western; costs for as-built drawings, for aerial surveillance, for contract administration; all associated allocable costs; and any required reporting and/or meetings to discuss maintenance costs, plans, or Agreement modifications.

10.3 Upon request from SCIP, Western will make available its fiscal year expense reports and estimated work plans.

10.4 Major Maintenance: Major Maintenance is hereby defined as the periodic preventive and corrective work and/or replacements (relating to capitalized equipment) performed on such facilities and/or equipment beyond that described and provided in the annual work plan (Major Maintenance). Western will perform Major Maintenance in accordance with this Agreement or by a separate agreement mutually agreed to by the Parties in advance of work. SCIP will be provided with an opportunity to review the estimated cost relative to Major Maintenance. No such major expenditure for Major Maintenance shall be made without advance written notification to SCIP.

10.5 Payment for Major Maintenance: For such Major Maintenance, improvements, repairs, replacements, or modifications, Western will advise SCIP of the estimated cost, including all allocable costs; and SCIP shall make an obligation for funds

for the full amount upon receipt of such estimate. Such estimated costs shall be provided to SCIP ninety (90) days prior to any purchases or work to be performed by Western.

Costs of Major Maintenance, improvements, repairs, replacements, or modifications are defined as costs of installation, labor, component parts, and allocable expenses in excess of the fiscal year costs for Routine Maintenance specified in the attached exhibits.

10.6 Funding Requirement for Non-Emergency Maintenance: Western shall not be obligated to perform any work pursuant to this Agreement without advance obligation of funds by SCIP. In the event the funds obligated by SCIP are insufficient, SCIP shall, within twenty (20) days after receipt of written notice from Western, obligate such additional funds as requested. Western shall not be required to perform any work pursuant to this Agreement unless Western has received the additional obligation of funds.

10.7 Emergency Maintenance: Emergency Maintenance is hereby defined as work performed to correct an abnormal system condition which requires immediate manual or automatic action to prevent loss of firm load, loss or endangerment of human life, equipment damage, public safety, or to prevent tripping of the system elements that could adversely affect the reliability of the electric system (Emergency Maintenance).

10.8 In the case of any emergency, Western reserves the right to perform any maintenance, replacement, or modifications on SCIP's facilities, as identified in attached exhibits, as necessary to ensure continued reliable operation of Western's Transmission System, without advance notice to SCIP, when Western determines that an Emergency condition exists.

10.9 Payment for Emergency Maintenance: Western shall bill SCIP on the Intra-Governmental Payment and Collection (IPAC) system for such Emergency Maintenance and SCIP shall pay such reimbursement request.

11. **METERING:** Metering facilities will be owned, operated, maintained, and replaced pursuant to the General Power Contracts Provisions, attached hereto.
12. **USE OF COMMON FACILITIES:** SCIP shall pay a charge to Western, if applicable, for its interconnection and share of costs associated with common use facilities which exceed any federal allocation, as provided in a separate exhibit(s). The charge shall be cost based, and shall be reviewed at appropriate intervals of time as determined by Western, or upon written request by SCIP, but not more often than once per fiscal year. The methodology developed to calculate SCIP's share of costs for common use facilities shall be determined by Western. Any methodology or charge revised by Western shall be set forth and forwarded to SCIP in a revised exhibit(s) and shall become applicable to this Agreement as of the effective date of the revised exhibit(s).
13. **CONTROL AND POSSESSION OF SYSTEMS:** Except as noted in the exhibits herein, each Party shall remain in exclusive control and possession of its system, and this Agreement shall not be construed to grant either Party any rights or ownership, control, or possession of the other Party's system.
14. **OUTAGES:** The work being performed under this Agreement may result in one or more planned or unplanned outages to Western's system. SCIP hereby agrees to indemnify and hold harmless Western from any loss and from any liability associated with the curtailment of transmission and/or generation resulting from such outage, including from claims from Western customers, except if such outage is caused by the gross negligence or willful misconduct of Western.
15. **REMOVAL OF FACILITIES:** Upon notification of intent to terminate this Agreement, Western shall have the option to purchase SCIP-owned facilities specified in the exhibits, at a mutually agreeable price, but not to exceed the original cost thereof, less

standard depreciation of two and one-half percent (2 ½ %) per year. If Western has no such interest to purchase any or all of SCIP-owned facilities, then within one year after the termination of this Agreement or of an exhibit hereto, SCIP, at its sole expense, shall remove the relevant SCIP owned equipment from Western's facility (ies) and shall restore the facility in or on which the equipment was installed to its original condition or to a condition satisfactory to Western. If the equipment is not removed and the property restored to a satisfactory condition within one year, Western may, at no cost or expense to Western, assume ownership of the equipment and, at its discretion, (i) use the equipment at no cost or (ii) dispose of it in a manner consistent with sound business principles, or (iii) may choose to restore the facilities to its original or satisfactory condition. In the event Western sells salvaged equipment, any funds remaining after deducting Western's costs of removal, disposal, and appropriate allocable expenses, will be returned to SCIP without interest whatsoever. Should sale of the salvaged facilities fail to meet Western's cost of removal and disposal, SCIP shall pay Western the difference upon demand. If Western chooses to restore the facilities SCIP shall pay Western upon demand. SCIP agrees to indemnify and hold Western harmless from any loss and from any liability arising from SCIP's failure to remove the equipment.

16. **SPECIAL PROVISIONS:** As part of the negotiation process for the construction, operation, maintenance, and replacement of facilities, the Parties may agree upon additional special provisions associated with such facilities. Such special provisions may include future upgrades, enlargements, betterments, or additional facility construction, exchange of equipment, use of rights-of-way or facilities of either Party, and similar special terms and conditions. All special provisions shall be included in an appropriate exhibit which details the responsibility of the Parties for ownership, operation,

maintenance, and replacement of facilities associated with the special revisions.

Notwithstanding the foregoing, nothing in this Section 16 shall require the Parties to enter into any additional negotiations or agreements.

17. **SECURITY REQUIREMENTS:**

17.1 If SCIP or SCIP's representative needs to access a Western owned or controlled facility the following procedure shall be followed:

17.1.1 There must be an expressed need to enter the facility.

17.1.2 Where access is controlled through the use of a Western issued access control device (i.e. substation key, card key, combination, or any other controlled token necessary to gain access), it shall be requested by SCIP or SCIP's representative from Western's Safety and Security Office.

17.1.3 If an access control device is provided to SCIP or SCIP's representative, SCIP will be responsible to assure only authorized personnel are issued access control devices to the authorized Western facilities.

17.1.4 If a single access control device is used to allow access to a Western facility for one or more of a group of individuals employed by SCIP or SCIP's representative, a record must be kept by SCIP or SCIP's representative to track use of the access control device. When the access control device is not in use it shall be kept in a secure location by SCIP or SCIP's representative.

17.2 SCIP or SCIP's representative when granted a Western issued access control device has the following responsibilities:

17.2.1 If an access control device is lost or compromised it must be reported immediately to the Safety and Security Office. The Safety and Security Office

can be contacted by calling Western's reception desk at (602) 605-2525, request to speak to the Safety and Security Office, or fax the information to (602) 605-2589.

17.2.2 If an individual resigns or is no longer employed by SCIP or SCIP's representative the access control device is non-transferable and shall be returned to Western's Safety and Security Office immediately.

17.2.3 If the individual leaves SCIP or SCIP's representative employment and does not return the issued access control device, SCIP or SCIP's representative must immediately notify Western's Safety and Security Office by phone, as described in subsection 17.2.1.

17.3 All non-U.S. Citizen Foreign National SCIP or SCIP's employees, sub-SCIP employees, consultant or visiting representative participating in work which involves access to Western facilities, or Western information that is not releasable to the public, shall comply with all requirements of the Western Unclassified Foreign Visits and Assignments Program (WAPA O 470.1, Chapter 13, as amended), in Attachment No. 2, attached hereto.

17.3.1 SCIP shall provide an accurate and complete Foreign National Data Card, WAPA Form 3000-72, Attachment No. 3, attached hereto, for each of their Foreign National employees that may visit or work at any Western facility. The form must be submitted thirty (30) days prior to the visit or assignment, unless the Foreign National is from a *sensitive* country (See WAPA O 470.1, Chapter 13, as amended, for a web site listing of sensitive countries), and then the form must be submitted at least forty-five (45) days in advance of the visit or assignment to the Western Security Manager. Submit WAPA Form 3000-72, to:

Safety and Security Office  
Desert Southwest Region

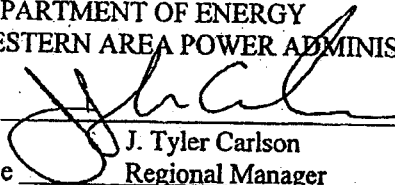
Western Area Power Administration  
615 S. 43<sup>rd</sup> Avenue  
Phoenix, AZ 85009

17.4 If you have a question regarding these requirements, please call Western's reception desk at (602) 605-2525 and request to speak to the Safety and Security Office, or fax your question to (602) 605-2589.

18. **AMENDMENTS AND MODIFICATIONS:** This Agreement may not be amended or modified by either Party except by subsequent mutual written Agreement amendment or modification duly executed by the Parties.
19. **EXHIBITS:** Inasmuch as certain provisions of this Agreement may change during the term of this Agreement, they will be set forth in exhibits as formulated and modified from time to time and as agreed upon by the Parties in writing. The initial exhibits are attached hereto, and each is incorporated into this Agreement in accordance with its respective provisions until superseded by a subsequent exhibit. Changes, additions or modifications to the facilities shall be reflected in new or revised exhibits.
20. **GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract Provisions (GPCP), dated June 15, 2005, attached hereto, are hereby made a part of this Agreement the same as if they had been expressly set forth herein; provided, that if the provisions in the GPCP are in conflict with this Agreement, the terms of this Agreement shall control.
21. **AUTHORITY TO EXECUTE:** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

The Parties have caused this Interagency Agreement No. 07-DSR-11775 to be executed  
the date first written above.


DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By   
Title J. Tyler Carlson  
Regional Manager

Address Desert Southwest Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT

By   
Title Regional Contracting Officer

By   
Title Project Manager

Address 13805 N. Arizona Blvd. P.O. Box 250  
Coolidge, Arizona 85228

Appendix A  
Interagency Agreement No. 07-DSR-11775  
Bureau of Indian Affairs  
San Carlos Irrigation Project

INTERAGENCY REIMBURSEMENT FUNDING AGREEMENT

1 CONTRACT/AGREEMENT NUMBER (25) Western No. 07-DSR-11775		2 FISCAL YEAR (4) 2008		3 ESTIMATED AMOUNT (11) 21,563.00		4 SELLER INVOICE		5 TRANS. CODE (1) 2		6 ACTION CODE (1) 1					
7 AGENCY REQUESTING SERVICE (BUYER) NAME (32) Department of Interior Bureau of Indian Affairs San Carlos Irrigation Project DUNS # (32) 094519816 ADDRESS (32) P. O. Box 250 CITY (21) Coolidge STATE (2) AZ ZIP CODE (9) 85228						8 AGENCY PERFORMING SERVICE (SELLER) NAME (32) Department of Energy Western Area Power Administration Desert Southwest Regional Office DUNS # (32) 030957005 ADDRESS (32) P.O. Box 6457 CITY (21) Phoenix STATE (2) AZ ZIP CODE (9) 85005-6457									
9 SERVICES TO BE PERFORMED (Give brief explanation and basis for determining cost of services. Attach additional sheet if needed.) See Letter Agreement or Contract No. 07-DSR-11775 for description of services assigned to this agreement and more details about Western's estimated expenses. This form is for Accounting purposes only. In accordance with OMB's Memorandum M-03-01 Business Rules for Intergovernmental Exchange Transactions effective Jan. 1, 2003, this Agreement will be deemed accepted when an obligation (see #3 above) is recorded in the Buyer's financial system prior to signature of this document by both Parties.															
10 LIST REFERENCES TO CORRESPONDENCE RELATIVE TO THIS WORK (Requesting agency only.) (50)															
11 DURATION OF AGREEMENT EFFECTIVE DATE (From) CONTINUING THROUGH 12/31/2027						12 METHOD OF PAYMENT REIMBURSEMENT 1 BILLING FREQUENCY ADVANCE OF FUNDS 0 TYPE OF ACCOUNT									
13 A. BUYER AGENCY LOCATOR CODE 14-20-699						BUYER PROJECT # (As applicable)									
13 B. SELLER AGENCY LOCATOR CODE 89-001602						SELLER PROJECT # (As applicable)									
14 A. BUYER TREASURY ACCOUNT SYMBOL (TAS) AND TITLE 14X5648						14 B. SELLER TREASURY ACCOUNT SYMBOL (TAS) & TITLE 89x5068									
BUYER HEREBY AGREES TO OBLIGATE FUNDS SUFFICIENT TO FUND THE AMOUNT (#3 ABOVE) FOR THE DURATION OF THIS AGREEMENT.															
15 REQUESTING AGENCY (BUYER) APPROVAL SIGNATURE DATE TITLE						16 PERFORMING AGENCY (SELLER) APPROVAL SIGNATURE DATE TITLE Beth Kozik, DSW Financial Manager									
PERSON TO CONTACT		PHONE (Area Code and No.)		FTS		COMM		PERSON TO CONTACT		PHONE (Area Code and No.)		FTS		COMM	
								Carol Webb		(602) 605-2567					

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**1452.226-70 Indian Preference**

As prescribed in 1426.7003(a), insert the following clause in solicitations issued and contracts awarded (a) by the Bureau of Indian Affairs except those pursuant to Title I and to Indian Tribes and Indian Organizations under Title II of Pub. L. 93-638 (25 U.S.C. 450 et seq. and 25 U.S.C. 455 et seq., respectively); (b) a contracting activity other than the Bureau of Indian Affairs when the contract is entered into pursuant to an act specifically authorizing contracts with Indian organizations, and (c) a contracting activity other than the Bureau of Indian Affairs when the work to be performed is specifically for the benefit of Indians and is in addition to any incidental benefits which might otherwise accrue to the general public.

INDIAN PREFERENCE --  
DEPARTMENT OF THE INTERIOR (APR 1984)

- (a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.
- (b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.
- (c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."
- (d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.
- (e) As used in this clause:
- (1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor

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shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(End of clause)

**1452.226-71 Indian Preference Program**

As prescribed in 1426.7003(b), insert the following clause in all solicitations and contracts, awarded by the contracting activity which may exceed \$50,000, and which contain the clause at 1452.226-70, and where it is determined by the Contracting Officer, prior to solicitation, that the work under the contract will be performed in whole or in part on or near an Indian reservation(s). The clause may also be included in solicitations issued and contracts awarded by a contracting activity which may not exceed \$50,000 but which contain the clause at 1452.226-70 and which, in the opinion of the Contracting Officer, offer substantial opportunities for Indian employment, training, and subcontracting.

**INDIAN PREFERENCE PROGRAM --  
DEPARTMENT OF THE INTERIOR (APR 1984)**

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive

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preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --

(1) Designate a liaison officer who will:

1. maintain liaison with the Government and Tribe(s) on Indian preference matters;
2. supervise compliance with the provisions of this clause; and
3. administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

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1. a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;
2. a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));
3. definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract;
4. a representation to be completed by the bidder or offeror that it is an Indian organization or

Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

1. the names and addresses of all Indians seeking employment for each employment position available under this contract;
2. the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract;
3. for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
4. actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;

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5. reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
  6. the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.
- (6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.
- (7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.
- (b) For purpose of this clause, the following definitions of terms shall apply:
- (1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."
  - (2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).
  - (3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.
- (c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.
- (d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

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(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

WAPA O 470.1E  
10-17-05

CHAPTER 13

FOREIGN VISITS AND ASSIGNMENTS

32

1. POLICY. All Foreign Visits and Assignments must be entered into the Foreign Access Central Tracking System (FACTS). This Policy includes all contractors working for Western who are not U.S. citizens.
2. REFERENCES.
  - a. DOE O 142.3, Unclassified Foreign Visits and Assignments.
3. PROCEDURES. FACTS is the official DOE system for monitoring, tracking, and approving all Foreign Visits and Assignments to DOE facilities. Western has access to FACTS through the Corporate Service Office, Safety and Security Office.
  - a. Foreign visits (30 days or less) and assignments (more than 30 days) will be managed consistent with DOE requirements.
  - b. The sponsoring host must complete WAPA Form 3000.72, Foreign National Data Card, and submit it to the Regional Manager or Administrator for signature and then forward to the CSO Security Office, A7700, 30 days prior to the visit or assignment.
  - c. The following information on each foreign visitor and assignee shall be reported:
    - (1) Personal information including date of birth, place of birth, place of employment, and permanent address.
    - (2) Passport, Visa, and Immigration and Naturalization Service information.
    - (3) Detailed explanation of the purpose for the visit or assignment.
    - (4) Actual dates, subjects, and areas to be visited.
    - (5) Name and phone number of the host who will be escorting the visitor or assignee.
    - (6) Any other pertinent information the host feels reportable.
  - d. If the foreign visitor or assignee is from a sensitive country, the information must be forwarded to the CSO Security Officer, and then on to the DOE Counterintelligence Office a minimum of 45 days in advance of the visit or assignment for a background check to be completed. DOE Headquarters will have final determination on approving or denying the visit or assignment.

A list of current sensitive countries is located at the following web site  
<http://www.cso.wapa.gov/cpo/3700/security/sensitivecountries.htm>.

**INSTRUCTIONS FOR PREPARING Foreign National Data Card for Unclassified Foreign Visits  
and Assignments to WAPA (WAPA F 3000-72#- 6-03)**

**Routing of Form:**

- ☐ 1. Requestor- Meeting host initiates the form at least 30-45 days before planned visit
- ☐ 2. Regional Manager (or Acting Official) for approval signature
- ☐ 3. Original to Regional Safety and Security Office (The Safety and Security office reviews and sends to Pam Moody- CSO)
- ☐ 4. Pam Moody (CSO- A7700) (Conducts required back-ground checks and approves visit)
- ☐ 5. Approval sent to Regional Safety and Security Officer
- ☐ 6. Regional Safety and Security Officer notifies host and front desk personnel of approval/denial

**To allow time for background checks, this form must be completed at least 30 days for non-sensitive countries visitors, and 45 days for visitors from sensitive countries.**

**For more information and a list of sensitive countries go to:  
<http://www.cso.wapa.gov/cpo/3700/SECURITY/fva.htm>**

**(Failure to complete this approval process may result in denial of visit.)**

**Section A – PERSONAL DATA INFORMATION**

- BLOCK 1. Employee name: Last name; first name, middle name
- BLOCK 2. Select Male or Female: Place a check mark in the appropriate box
- BLOCK 3. Country of Birth: Spell out. No abbreviations
- BLOCK 4. City of Birth: Spell out. No abbreviations
- BLOCK 5. Permanent Address: Self-explanatory
- BLOCK 6. Date of Birth: Month/Day/Year
- BLOCK 7. Social Security Number: Self-explanatory
- BLOCK 8. Country of Citizenship: Spell out. No abbreviations
- BLOCK 9. Passport/Visa/Immigration Number: One must be supplied
- BLOCK 10. Country of Issue of Passport/Visa/Immigration Number
- BLOCK 11. Expiration Date: of above issued document Month/Day/Year

**Section B – EMPLOYMENT DATA**

- BLOCK 12. International Agreement Code: If one exists the visitor will know it. Not required.
- BLOCK 13. Current Employer/Business Name: Self-explanatory
- BLOCK 14. Business Address: Self-explanatory

**Section C – VISIT DATA INFORMATION**

- BLOCK 15. Buildings/Sites to be Visited: Be specific (note: Must be escorted by host at all times)
- BLOCK 16. Request Date: Date host is submitting this request for approval
- BLOCK 17. Name and Signature of DOE Host: Must be a supervisor
- BLOCK 18. Purpose of Visit: State clear purpose
- BLOCK 19. Technological Area: Be very specific- DO NOT abbreviate
- BLOCK 20. Start Date of Visit: Month/Day/Year
- BLOCK 21. End Date of Visit: Month/Day/Year
- BLOCK 22. Authorized SES Manager Signature: Regional Manager or SES.
- BLOCK 23. Authorized Approval Signature Pam Moody –visit not approved without this signature

Security Attachment No. 3  
Interagency Agreement No. 07-DSR-11772  
Bureau of Indian Affairs  
San Carlos Irrigation Project

WAPA F  
3000-72#  
(6/03)

FOREIGN NATIONAL DATA CARD  
FOR UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS  
TO WESTERN AREA POWER ADMINISTRATION  
Please print clearly

<b>Personal Data</b>			<b>SECTION A</b>		
1. Name of Visitor: (Last)		(First)	(Middle)		
2. Male <input type="checkbox"/> Female <input type="checkbox"/>					
3. Country of Birth:		6. Date of Birth: / /	8. Citizenship:		
4. City of Birth:		7. Social Security Number:	9. Passport/Visa/Immigration Numbers:		
5. Permanent Address:			10. Country of Issue:		
			11. Expiration Date:		
<b>Employment Data</b>			<b>SECTION B</b>		
12. International Agreement Code:		13. Current Employer/Business Name:			
		14. Business Address:			
<b>Visit Data</b>			<b>SECTION C</b>		
15. Buildings/Sites to be Visited:					
16. Request Date:		17. Name and Signature of DOE Host:			
18. Purpose of Visit:					
19. Technological Area (Be very specific):					
20. Start Date of Visit:		21. End Date of Visit:			
22. Authorized SES Manager - Signature:				Date:	
23. Security Office Approval - Signature:				Date:	

Exhibit A.LOB  
Interagency Agreement No. 07-DSR-11775  
Bureau of Indian Affairs  
San Carlos Irrigation Project

**OWNERSHIP, OPERATION, MAINTENANCE, REPLACEMENT, AND  
FINANCIAL RESPONSIBILITIES OF THE FACILITIES  
AT LONE BUTTE SUBSTATION**

1. This Exhibit A.LOB, effective under and as a part of Interagency Agreement No. 07-DSR-11775, hereinafter called Agreement, shall become effective upon execution of the Agreement and shall remain in effect until superseded by another Exhibit A.LOB; provided, that this Exhibit A.LOB or any superseding Exhibit A.LOB shall terminate upon expiration of the Agreement.
2. The switching diagram denoting the facilities and change of ownership responsibilities at Lone Butte Substation is shown on Page 2.

Exhibit A.LOB  
 Interagency Agreement No. 07-DSR-11775  
 Bureau of Indian Affairs  
 San Carlos Irrigation Project

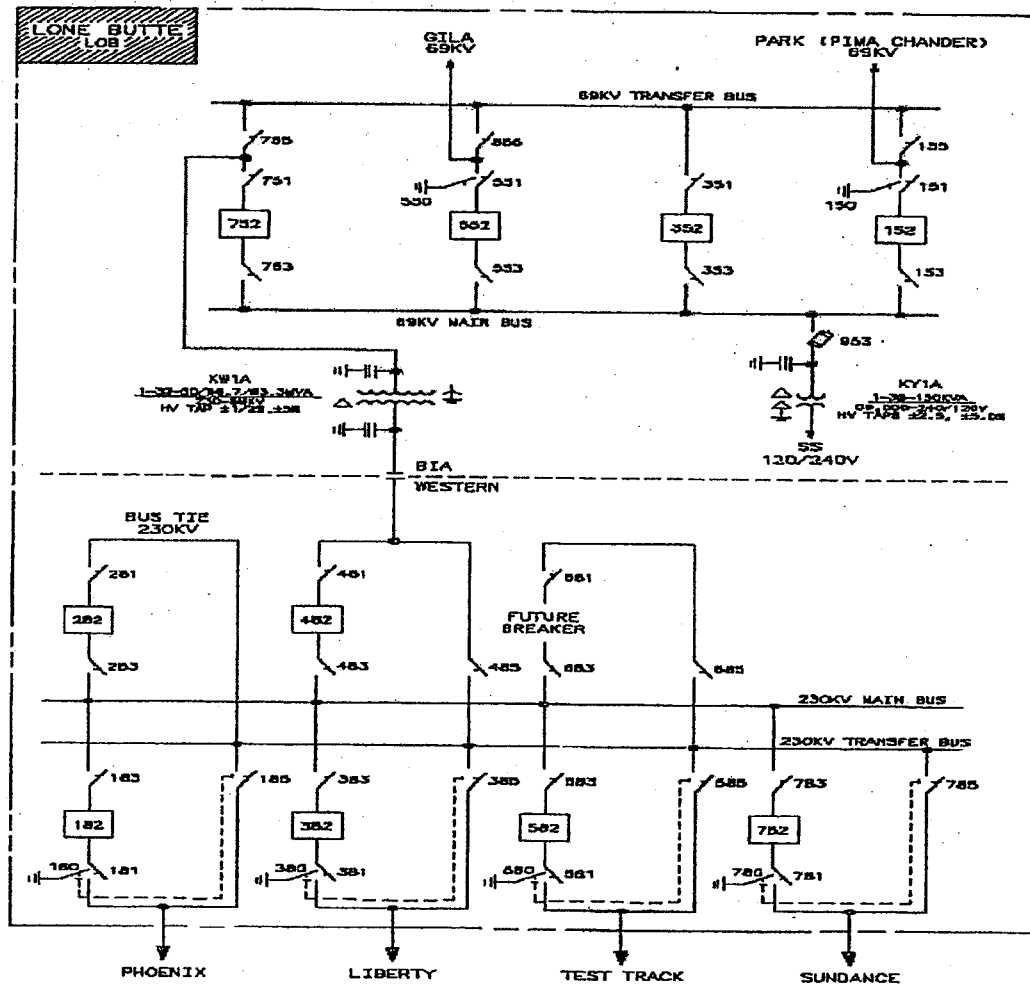


Exhibit A.LOB  
Interagency Agreement No. 07-DSR-11775  
Bureau of Indian Affairs  
San Carlos Irrigation Project

3. The operation, maintenance, replacement, ownership, and financial responsibility of the facilities specified pursuant to this Agreement shall be as follows:

Lone Butte Substation	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
One (1) 230/69-kV power transformer (KW1A), 50/66.7/83.3 MVA, ONAN/ONAF/ONAF, with no-load tap changer and lightning arrestors (Serial No. 21801TG0004)	Western	Western	SCIP	SCIP
69,000/240/120 Volt station service transformer KY1A 150 KVA	Western	Western	SCIP	SCIP
Five (5) 230-kV power circuit breakers: Nos. 182 (JW1A), 282 (JW2A), 382 (JW3A), 582 (JW5A) & 782 (JW7A)	Western	Western	Western	Western
230-kV power circuit breaker : No. 482 (JW4A)	Western	Western	Western	SCIP
Four (4) 69-kV power circuit breakers and associated disconnect switches Nos. 152 (JY1M), 151 (YY1A), 153 (WY1M) and 155 (YY1T); Nos. 352 (JY3M), 351 (YY3A), 353 (WY3M); 552 (JY5M), 551 (YY5A), 553 (WY5M), 555 (YY5T); 752 (JY7M), 751 (YY7A), 753 (WY7M) & 755 (YY7T)	SCIP	SCIP	SCIP	SCIP
Ten (10) 3-phase 230-kV gang operated disconnect switches Nos. 183 (WW1A), 185 (YW1B), 281 (YW2A), 283 (WW2A), 383 (WW3A), 385 (YW3B), 583 (WW5A), 585 (YW5B), 783 (WW7A) & 785 (YW7B)	Western	Western	Western	Western

Exhibit A.LOB

Interagency Agreement No. 07-DSR-11775

Bureau of Indian Affairs

San Carlos Irrigation Project

Lone Butte Substation	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Six (6) 3-phase 230-kV gang operated disconnect switches Nos. 481 (WW4B), 483 (WW4A), 485 (YW4B), 681 (WW6B), 683 (WW6A) & 685 (WW6C)	Western	Western	Western	SCIP
Four (4) 3-phase, 230-kV disconnect switches Nos. 181 (YW1A), 381(YW3A), 581 (YW5A) & 781 (YW7A) and ground blades Nos. 180 (ZW1A), 380 (ZW3A), 580 (ZW5A) & 780 (ZW7A)	Western	Western	Western	Western
Three (3) 69-kV fused disconnect switches 953 (FY1A), one per phase	Western	Western	SCIP	SCIP
Three (3) 230-kV metering accuracy current transformers (CTs) (QW4A) one per phase	Western	Western	Western	SCIP
Six (6) 230-kV metering accuracy coupling capacitor voltage transformers (CCVT), (VW1B), and (VW2B), one per phase	Western	Western	Western	Western
Four (4) 230-kV relaying accuracy CCVTs Nos. VW1A1, VW3A1, VW5A1 & VW7A1	Western	Western	Western	Western
230-kV relaying accuracy CCVT No. VW4A1	Western	Western	Western	SCIP
One (1) 125-volts dc station battery and two (2) 50 amp battery chargers	Western	Western	SCIP	SCIP
All relaying, transducers, and control wiring for 230-kV line bays 1, 2, 3, 5 & 7	Western	Western	Western	Western
All relaying, transducers, and control wiring for 230-kV bay 4	Western	Western	Western	SCIP

## Exhibit A.LOB

Interagency Agreement No. 07-DSR-11775

Bureau of Indian Affairs

San Carlos Irrigation Project

Lone Butte Substation	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Three (3) 69-kV relaying accuracy coupling capacitors VY1A, one per phase	SCIP	SCIP	SCIP	SCIP
All relaying, transducers, and control wiring for 69-kV	SCIP	SCIP	SCIP	SCIP
69-kV control and relay panels	SCIP	SCIP	SCIP	SCIP
230-kV Microwave Radio communication equipment and associated antenna system including the associated multiplex, including MUX and telephone equipment	Western	Western	Western	Western
Remote terminal unit and associated interface racks	Western	Western	Western	Western
Revenue metering equipment	Western	Western	Western	Western
Substation site including fence and yard	Western	Western	SCIP	SCIP
230-kV Control building	Western	Western	SCIP	SCIP
69-kV Control building and associated equipment	SCIP	SCIP	SCIP	SCIP
230-kV Buswork & arrestors, concrete foundations, structures, and any other related equipment	Western	Western	Western	Western
69-kV 125 volt dc station batteries and two (2) chargers.	SCIP	SCIP	SCIP	SCIP
69-kV Buswork & arrestors, concrete foundations, structures, and any other related equipment	SCIP	SCIP	SCIP	SCIP
Phoenix/Maricopa Transmission Line takeoff structures, associated buswork, foundations, and support structures	Western	Western	Western	Western
Liberty/Coolidge Transmission Line takeoff structures, associated buswork, foundations, and support structures	Western	Western	Western	Western

Exhibit A.LOB  
Interagency Agreement No. 07-DSR-11775  
Bureau of Indian Affairs  
San Carlos Irrigation Project

4. In accordance with Section 10 of the Agreement, the annual charge for the period from October 1<sup>st</sup> to September 30<sup>th</sup> to be advanced by SCIP for the operation and maintenance of the facilities listed above is:

4.1

Financial Charges	Fiscal Year 2008	Fiscal Year 2009	Fiscal Year 2010
Operations	\$1,467	\$2,817	\$1,575
Maintenance	\$12,025	\$22,681	\$13,018
Budget and Power Marketing Support	\$772	\$772	\$772
Total Annual Trust Account Charge	\$ 14,264	\$ 26,270	\$ 15,365

4.2 For periods of less than one (1) year the prorated total shall be on the basis of one-twelfth of the total annual payment per month.

5. Western, upon request by SCIP, shall provide SCIP with fiscal year accounting documents supporting expenditures for operations and maintenance and associated project costs for SCIP's facilities, including replacement costs and labor and employee-related expenses. The Parties' finance offices will coordinate the type of documentation required.
6. This Exhibit A.LOB may be modified as provided by Section 18 of this Agreement. This Exhibit shall be reviewed at least every three (3) years and revised as necessary or as otherwise agreed upon by the Parties.

Exhibit A.ORA  
Interagency Agreement No. 07-DSR-11775  
Bureau of Indian Affairs  
San Carlos Irrigation Project

**OWNERSHIP, OPERATION, MAINTENANCE, REPLACEMENT, AND  
FINANCIAL RESPONSIBILITIES OF THE FACILITIES  
AT ORACLE SUBSTATION**

1. This Exhibit A.ORA, effective under and as a part of Interagency Agreement No. 07-DSR-11775, hereinafter called Agreement, shall become effective upon execution of the Agreement and shall remain in effect until superseded by another Exhibit A.ORA; provided, that this Exhibit A.ORA or any superseding Exhibit A.ORA shall terminate upon expiration of the Agreement.
2. The switching diagram denoting the facilities and change of ownership responsibilities at Oracle Substation is shown on Page 4.

Exhibit A.ORA  
Interagency Agreement No. 07-DSR-11775  
Bureau of Indian Affairs  
San Carlos Irrigation Project

3. The ownership, operation, maintenance, replacement, and financial responsibilities of facilities specified pursuant to this Agreement shall be as follows:

Oracle Substation	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
115-kV Circuit breaker with Bushing No. 762 and associated relay	Western	Western	SCIP	SCIP
115-kV Gang-operated Disconnect Switch Nos. 761, 763 & 765	Western	Western	SCIP	SCIP
115-kV Gang-operated Ground Switch No. 760 (to be disabled and retired in place)	Western	Western	SCIP	SCIP
Associated bus, structures, foundations, equipment, etc.	Western	Western	SCIP	SCIP
Revenue meters Kilowatthour OR218 (OUT) OR220 (IN) Printing Demand OR219 (OUT)	Western	Western	Western	Western
Three (3) metering current transformers	Western	Western	Western	SCIP
Coupling capacitor potential device and syncro-check relay for Power Circuit Breaker No. 762	Western <sup>1</sup>	Western	Western	Western

<sup>1</sup> SCIP is financially responsible for replacement.

Exhibit A.ORA  
Interagency Agreement No. 07-DSR-11775  
Bureau of Indian Affairs  
San Carlos Irrigation Project

4. In accordance with Section 10 of the Agreement, the annual charge for the period from October 1<sup>st</sup> to September 30<sup>th</sup> to be advanced by SCIP for the operation and maintenance of the facilities listed above is:

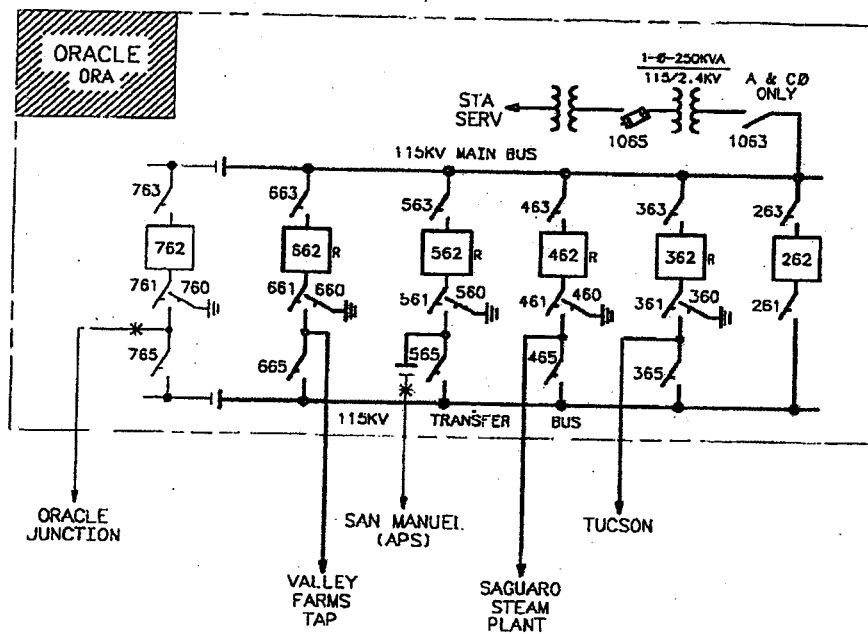
4.1

Financial Charges	Fiscal Year 2008	Fiscal Year 2009	Fiscal Year 2010
Operations	\$612	\$612	\$882
Maintenance	\$5,915	\$5,915	\$8,971
Budget and Power Marketing Support	\$772	\$772	\$772
Total Annual Trust Account Charge	\$7,299	\$7,299	\$10,625

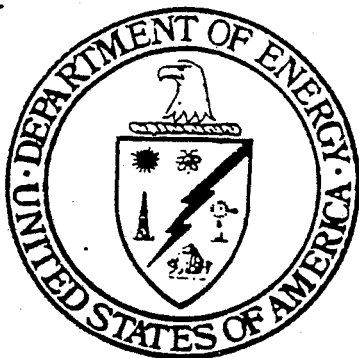
4.2 For periods of less than one (1) year, the prorated total shall be on the basis of one-twelfth of the total annual payment per month.

5. Western, upon request by SCIP, shall provide SCIP with fiscal year accounting documents supporting expenditures for operations and maintenance and associated project costs for SCIP's facilities, including replacement costs and labor and employee-related expenses. The Parties' finance offices will coordinate the type of documentation required.
6. This Exhibit A.ORA may be modified as provided by Section 18 of this Agreement. This Exhibit shall be reviewed at least every three (3) years and revised as necessary or as otherwise agreed upon by the Parties.

Exhibit A.ORA  
 Interagency Agreement No. 07-DSR-11775  
 Bureau of Indian Affairs  
 San Carlos Irrigation Project



**19**



## BOULDER CITY AREA INTERAGENCY AGREEMENT

INTERAGENCY AGREEMENT NO. DE-ME65-86WP39545

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Parker-Davis Project

AND

BIA INTERAGENCY AGREEMENT NO. H50C14IA7249

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
COLORADO RIVER INDIAN RESERVATION

FOR

OPERATION, MAINTENANCE, REPLACEMENT,  
AND OWNERSHIP RESPONSIBILITIES OF FACILITIES AT  
HEADGATE ROCK SUBSTATION

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INTERAGENCY AGREEMENT NO. DE-ME65-86WP39545

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Parker-Davis Project

AND

BIA INTERAGENCY AGREEMENT NO. H50C14IA7249

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
COLORADO RIVER INDIAN RESERVATION

FOR

OPERATION, MAINTENANCE, REPLACEMENT,  
AND OWNERSHIP RESPONSIBILITIES OF FACILITIES AT  
HEADGATE ROCK SUBSTATION

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INTERAGENCY AGREEMENT NO. DE-ME65-86WP39545

BETWEEN

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Parker-Davis Project

AND

BIA INTERAGENCY AGREEMENT NO. H50C14IA7249

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
COLORADO RIVER INDIAN RESERVATION

FOR

OPERATION, MAINTENANCE, REPLACEMENT  
AND OWNERSHIP RESPONSIBILITIES OF FACILITIES AT  
HEADGATE ROCK SUBSTATION

1. PREAMBLE: This INTERAGENCY AGREEMENT, hereinafter called "Agreement" is entered into this 22nd day of September, 1987, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved May 28, 1954 (68 Stat. 143), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing acts, between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, an agency of the Department of Energy, hereinafter called "Western," represented by the Contracting Officer executing this Agreement, a duly appointed successor, or a duly authorized representative, and the UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, acting on behalf of the COLORADO RIVER INDIAN RESERVATION, hereinafter called "Contractor," and represented by the officer executing this Agreement, a duly appointed successor or a duly authorized representative, its

: 1 : successors and assigns; each sometimes hereinafter individually called  
: 2 : "Party," and both sometimes hereinafter collectively called "Parties";

: 3 : WITNESS:

: 4 : 2. EXPLANATORY RECITALS:

: 5 : 2.1 WHEREAS, Western operates and maintains an electrical  
: 6 : transmission system known as the "Parker-Davis System"; and

: 7 : 2.2 WHEREAS, the Contractor receives Parker-Davis Project electric  
: 8 : service from Western under the terms of Memorandum of Understanding  
: 9 : No. 14-06-300-2627 dated April 1, 1976; and

: 10 : 2.3 WHEREAS, the Contractor receives Colorado River Storage  
: 11 : Project electric service from Western under Memorandum of Understanding  
: 12 : No. DE-MS65-80WP39025 dated March 26, 1980; and

: 13 : 2.4 WHEREAS, Western installed a Remote Terminal Unit and other  
: 14 : facilities at Headgate Rock Substation under Letter Agreement  
: 15 : No. DE-ME65-80WP39068; and

: 16 : 2.5 WHEREAS, the facilities installed under Letter Agreement  
: 17 : No. DE-ME65-80WP39068 are to be maintained by Western at the Contractor's  
: 18 : expense; and

: 19 : 2.6 WHEREAS, Western installed two (2) JEM-II revenue meters with  
: 20 : communication capabilities under Letter Agreement No. DE-ME65-85WP39524;  
: 21 : and

: 22 : 2.7 WHEREAS, Western upgraded the Contractor's leased telephone  
: 23 : circuit from Parker Dam to Headgate Rock Substation; and

: 24 : 2.8 WHEREAS, the Contractor has requested that Western provide for  
: 25 : the operation, maintenance, replacement, and ownership of Contractor's  
: 26 : facilities at Headgate Rock Substation;

1 : NOW, THEREFORE, in consideration of the mutual covenants set forth  
2 : herein, the Parties agree as follows:  
3 : 3. TERM OF AGREEMENT: This Agreement shall become effective upon the date  
4 : first written above, and shall remain in effect until September 30, 2007.  
5 : 4. LICENSE: The Contractor under the terms and conditions specified herein,  
6 : hereby grants a license to Western, its employees, agents, and  
7 : subcontractors to enter the Contractor's right-of-way and the facilities  
8 : listed in Exhibit A, to accomplish the work provided for in this  
9 : Agreement and to modify, construct, operate, maintain and replace  
10 : additional facilities which may be added upon the right-of-way of  
11 : Headgate Rock Substation.  
12 : 5. INDIAN PREFERENCE: The Department of the Interior Acquisition Regulation  
13 : Nos. 1452.204-7 and 1452.204-72 are attached hereto as Exhibit C and made  
14 : a part hereof; Except, That materials and work furnished by Western  
15 : employees or Western contractors utilizing existing employees are  
16 : excluded from the requirements set forth therein.  
17 : 6. OPERATION, MAINTENANCE, AND REPLACEMENT BY WESTERN:  
18 : 6.1 Western, as appropriate, will routinely operate, maintain,  
19 : repair, or replace the facilities as listed in Exhibit A in accordance  
20 : with standard Western practice.  
21 : 6.2 Routine operation and maintenance includes the furnishing of  
22 : labor and employee-related expenses, miscellaneous small parts and  
23 : material available from warehouse stock, and maintenance and test  
24 : equipment normally available to Western's Boulder City Area. Upon  
25 : execution of this Agreement or execution of additional exhibits, the  
26 : Contractor shall make an obligation of funds to include the total costs

1 : incurred by Western, including but not necessarily limited to direct and  
2 : associated direct costs and administrative and general expenses,  
3 : hereinafter called "allocated costs," related to the Agreement, as  
4 : determined by the Contracting Officer for routine operation and  
5 : maintenance of facilities. The obligation of funds shall be made  
6 : annually on or before September 30 in the amount listed in Exhibit A;  
7 : Provided, That an additional obligation of funds shall be made by the  
8 : Contractor, as requested by the Contracting Officer, if actual experience  
9 : in a given year indicates the initial obligation of funds will be  
10 : exceeded.

11 : 6.3 The Contractor will be billed monthly through the On-line  
12 : Payment and Collection OPAC system for all routine operation and  
13 : maintenance costs.

14 : 6.4 Major repairs, replacements, or modifications will be  
15 : performed by Western only on request from the Contractor; Except, That  
16 : Western reserves the right to make major repairs without notice in  
17 : emergencies. For major repairs, replacements, or modifications, except  
18 : under emergency conditions, Western will advise the Contractor of the  
19 : estimated cost, including all allocated costs related to the Agreement as  
20 : determined by Western, and the Contractor shall make a reservation of  
21 : funds for the full amount upon receipt of such estimate.

22 : 6.5 Should an emergency occur, Western will take the necessary  
23 : actions to restore the power system facilities to normal and will bill  
24 : the Contractor on the OPAC system for the cost incurred.

25 : 7. OWNERSHIP RESPONSIBILITIES: Ownership and financial responsibility for  
26 : the facilities to be operated, maintained, and replaced pursuant to this

- 1 : Agreement are listed in the Exhibits attached hereto.
- 2 : 8. CONTROL AND POSSESSION OF FACILITIES: Each Party shall remain in
- 3 : exclusive control and possession of its system. This Agreement shall not
- 4 : be construed to grant either Party any ownership responsibilities or
- 5 : possession of the other's system.
- 6 : 9. AUTHORIZED REPRESENTATIVE OF THE PARTIES: Each Party, by written notice
- 7 : to the other, shall designate the representative(s) who is authorized to
- 8 : act on its behalf with respect to those matters contained herein which
- 9 : are the functions and responsibilities of the Parties. Either Party may
- 10 : change the designation of its authorized representative upon oral notice
- 11 : given to the other and confirmed promptly by written notice.
- 12 : 10. EXHIBITS MADE PART OF AGREEMENT: Inasmuch as the equipment installed and
- 13 : the operation, maintenance, and replacement charges hereunder may change
- 14 : during the term of this Agreement, they shall be specified in the
- 15 : Exhibit A hereto as formulated and modified from time to time. The
- 16 : initial Exhibits A, B, and C made a part hereof shall be in force and
- 17 : effect until superseded by a subsequent Exhibit.
- 18 : 11. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions
- 19 : effective July 15, 1985, attached hereto, are hereby made a part of this
- 20 : Agreement with the same force and effect as if they had been expressly
- 21 : set forth herein; Provided, That Articles 2, 3, 4, 5, 7, 8, 9, 11, 15,
- 22 : and 16 shall not be applicable.-----
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IN WITNESS WHEREOF, the Parties have caused this Agreement  
No. DE-ME65-86WP39545 to be executed the date first written above.

WESTERN AREA POWER ADMINISTRATION  
By Thomas D. Harris  
Title Area Manager  
Address Boulder City Area  
Western Area Power Administration  
P.O. Box 200  
Boulder City, Nevada 89005

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
By James H. Stevens  
Title Area Director  
By James J. Brown Jr  
Title Contracting Officer  
Address Phoenix Area Office  
P.O. Box 7007  
Phoenix, Arizona 85011

OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP, AND  
FINANCIAL RESPONSIBILITY OF  
HEADGATE ROCK SUBSTATION

1. This EXHIBIT A, made this 22nd day of September, 1987, to be effective under and as a part of Interagency Agreement No. DE-ME65-86WP39545, dated September 22, 1987, hereinafter called "Agreement," shall become effective on the date first written above and shall remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A shall terminate by the expiration of the Agreement.
2. The operation, maintenance, replacement, financial responsibilities, and ownership of facilities at the Contractor's Headgate Rock Substation shall be as follows:

Exhibit A  
Interagency Agreement  
No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS

OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP, AND  
FINANCIAL RESPONSIBILITY OF  
HEADGATE ROCK SUBSTATION

Equipment	Operated by	Maintained & Replaced by	Owned by	OM&R Financial Responsibility
:161-kV motor-operated Disconnect Switch Nos. 271 and 371	Western	Western	United States (Western)	BIA
:161-kV Ground Switch Nos. 270 and 370 (disabled and retired in place)				
:161-kV Interrupting Switch No. 479				
:Interrupter attachments on motor-operated Disconnect Switch Nos. 271 and 371				
:Remote Terminal Unit, relays, panels, cable, Tellabs Shelf, Equalization cards at Headgate Substation and Parker Dam, miscellaneous associated equipment				
:Associated control and metering equipment				
:Equalization equipment on the Remote Terminal Unit telephone line				
:Leased telephone line	N/A	N/A	United States (BIA)	BIA

OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP, AND  
FINANCIAL RESPONSIBILITY OF  
HEADGATE ROCK SUBSTATION

Equipment	Operated by	Maintained & Replaced by	Owned by	OM&R Financial Responsibility
JEM-II Revenue Meters: HDR 864 (69-kV BIA Loads) HDR 862 (34.5-kV APS Loads)	Western	Western	United States (Western)	BIA
Powerline Carrier Equipment: Powerline carrier Wavetrap Coupling capacitor potential device				
Transfer-Trip Relays				
161-kV Carrier Communications Equipment				
161-kV Circuit Breaker No. 172: 161-kV gang-operated Discon- nect Switch Nos. 171, 173, and 179	Western	BIA	United States (BIA)	BIA
161-kV gang-operated Discon- nect Switch Nos. 774 and 874	BIA	BIA	United States (BIA)	BIA
Associated structures, founda- tions, cable, protective equipment, etc.				

OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP, AND  
FINANCIAL RESPONSIBILITY OF  
HEADGATE ROCK SUBSTATION

Equipment	Operated by	Maintained & Replaced by	Owned by	OM&R Financial Responsibility
Transformer Bank No. 7A 1-3phase-25/33-25/33-8.25/ 11.66 MVA 154/69/34.5 kV	BIA	BIA	United States (BIA)	BIA
Transformer Bank No. 8A 1-3phase-16/20-16/20-8.6/ 7.0 MVA 154/69/34.5 kV				
Other 69-kV, 34.5-kV and 12.5-kV in equipment in Head- gate Rock Substation including: switches, transformers, cir- cuit breakers and associated structures, foundations, cable, and protective equip- ment				

3. In accordance with Section 6.2, the routine operation and maintenance charge is estimated to be nineteen thousand eight hundred dollars (\$19,800) annually, prorated for periods of less than one (1) year on the basis of one thousand six hundred fifty dollars (\$1,650) per month.
4. This Exhibit A may be modified as provided by Section 9 of this Agreement.

Exhibit A  
Interagency Agreement  
No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS

IN WITNESS WHEREOF, the Parties have caused this Exhibit A to Interagency Agreement  
No. DE-ME65-86WP39545 to be executed the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By Thomas A. Hie

Title Area Manager

Address Boulder City Area

Western Area Power Administration

P.O. Box 200

Boulder City, Nevada 89005

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

By James H. Stevens

Title Area Director

By James J. Brown Jr.

Title Contracting Officer

Address Phoenix Area Office

P.O. Box 7007

Phoenix, Arizona 85011

**AUTHENTICATED COPY**

Interagency Agreement No. 1450AG6H006007

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS

OPERATION, MAINTENANCE, REPLACEMENT, OWNERSHIP  
AND FINANCIAL RESPONSIBILITY OF  
HEADGATE ROCK SUBSTATION

1. This EXHIBIT A, Revision No. 1, is made this 27 day of June, 1996, to be effective under and as a part of Interagency Agreement No. DE-ME65-86WP39545, dated September 22, 1987, hereinafter called "Agreement," shall become effective on the date first written above and supersedes Exhibit A, dated September 22, 1987. This Exhibit A shall remain in effect until superseded by another Exhibit A; Provided, That this Exhibit A or any superseding Exhibit A shall terminate by the expiration of the Agreement.
2. The operation, maintenance, replacement, financial responsibilities, and ownership of facilities at the Contractor's Headgate Rock Substation shall be as follows:

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
161-kV Power Circuit Breaker Nos. 172, 372, and 572	Western	Western	Western	Bureau of Indian Affairs
161-kV Motor-Operated Disconnect Switch Nos. 171, 173, 371, 373, 571 and 573				
161-kV Ground Switch Nos. 570 and 770				

**AUTHENTICATED COPY**

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-86WP39545  
**BUREAU OF INDIAN AFFAIRS**

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
161-kV Coupling Capacitor Nos. VV1A, VV3A, and VV4A	Western	Western	Western	Bureau of Indian Affairs
161-kV Remote Terminal Unit, relays, panels, cable, Terminal Fiber equipment to Headgate Rock Dam, Headgate Substation Fault Recorder at Headgate Rock Dam, and channel banks				
Associated control, protection and metering equipment for the 161-kV				
Equalization equipment on the Remote Terminal Unit telephone line				
JEM-II Revenue Meters: HDR 864 (69-kV BIA Loads), HDR 865 (69-kV Generation), and HDR 862 (34.5-kV APS Loads)				
Microwave Equipment and MUX				
161-kV Motor Operated Interrupter Nos. 774 and 874				
34.5-kV Motor-Operated Interrupter Nos. 743 and 843	Bureau of Indian Affairs	Bureau of Indian Affairs	Bureau of Indian Affairs	Bureau of Indian Affairs
69-kV Motor-Operated Interrupter Nos. 755 and 855				

**AUTHENTICATED COPY**

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
Associated structures, foundations, cable, protective equipment, etc., for the 69-kV and 34.5-kV	Bureau of Indian Affairs	Bureau of Indian Affairs	Bureau of Indian Affairs	Bureau of Indian Affairs
Transformer Bank No. 7A 1-3 phase 25/33-25/33- <u>8.25/11.66 MVA</u> 154/69/34.5-kV				
Transformer Bank No. 8A 1-3 phase 16/20-16/20- <u>8.6/7.0 MVA</u> 154/69/34.5-kV				
Other 69-kV, 34.5-kV and 12.5-kV equipment in Headgate Rock Substation including switches, transformers, circuit breakers and associated structures, foundations, cable, and protective equipment.				

3. In accordance with Section 6.2, the routine operation and maintenance charge is estimated to be twenty three thousand eight hundred dollars (\$23,800) annually, prorated for periods of less than on (1) year on the basis of one thousand nine hundred eighty-four dollars (\$1,984) per month.
4. This Exhibit A may be modified as provided by Section 9 of this Agreement.

AUTHENTICATED COPY

Exhibit A, Revision No. 1  
Interagency Agreement  
No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS

IN WITNESS WHEREOF, the Parties have caused this Exhibit A, Revision No. 1 to  
Interagency Agreement No. DE-ME65-86WP39545 to be executed on the date first written  
above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By J. Tyler Carlson

Title Regional Manager

Address Desert Southwest Regional Office

P.O. Box 6457

Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

By [Signature]

Title Phoenix Area Contracting Ofcr.

By [Signature]  
Acting

Title Phoenix Area Director

Bureau of Indian Affairs

Address Phoenix Area Office

One North First Street

P. O. Box 10

Phoenix, AZ 85001-0010

Authenticated Copy

Exhibit A, Revision No. 2  
Interagency Agreement No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS  
BIA Interagency Agreement No. 1450AG6H006007

**OWNERSHIP, OPERATION, MAINTENANCE, REPLACEMENT,  
AND FINANCIAL RESPONSIBILITY OF HEADGATE ROCK SUBSTATION**

1. This Exhibit A, Revision No. 2, is made this 15<sup>th</sup> day of MARCH, 2000, to be effective under and as a part of Interagency Agreement No. DE-ME65-86WP39545, dated September 22, 1987, hereinafter called "Agreement," shall become effective on the date first written above and supersedes Exhibit A, Revision No. 1, dated June 27, 1996.

The purpose of this exhibit revision is to reflect Headgate Rock Substation system upgrades. This Exhibit A shall remain in effect until superseded by another Exhibit A; provided, that this Exhibit A or any superseding Exhibit A shall terminate by the expiration of the Agreement.

2. The ownership, operation, maintenance, replacement, and financial responsibilities of facilities at the Contractor's Headgate Rock Substation shall be as follows:

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
161-kV Power Circuit Breaker Nos: 172,272, 372, and 572	Western	Western	Western	BIA
69-kV Power Circuit Breaker Nos: 152,252, 452,652, and 1052	Western	Western	BIA	BIA
69-kV Power Circuit Breaker Nos: 352,752, 1452, and 1652	BIA	BIA	BIA	BIA
34.5-kV Power Circuit Breaker No: 142 <sup>1</sup>	See Footnote 1	See Footnote 1	See Footnote 1	See Footnote 1

<sup>1</sup> This equipment is covered under BIA, Colorado River Agency's Contract No. 9649 with Arizona Public Service Company.

Exhibit A, Revision No. 2  
Interagency Agreement No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS  
BIA Interagency Agreement No.1450AG6H006007

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
161-kV Motor-Operated Disconnect Switch Nos: 171, 173, 271, 273, 371, 373, 571, 573, and 1074	Western	Western	Western	BIA
34.5-kV Voltage Transformer VW1A <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Voltage Regulator KW1A <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Fused Disconnect Switch FW2A <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA
34.5-kV Disconnect Switch Nos: 145, 147, 149, 245, 247, 249, and 744 <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA
161-kV Ground Switch Nos: 570 and 770	Western	Western	Western	BIA
161-kV Coupling Capacitors Nos: VV1A, VV2A, VV3A and VV4A	Western	Western	Western	BIA
161-kV Associated Control, Protection, and Metering Equipment Channels: CHB1, CHB2, CHB3, and CHB4	Western	Western	Western	BIA
Revenue Meters: HDR 861, HDR864 (69-kV BIA Loads), HDR865 (69-kV Generation), and HDR862 (34.5-kV APS Loads)	Western	Western	Western	BIA
161-kV Motor Operated Interrupter (MOI) Nos: 774, and 874	Western	Western	Western	BIA

<sup>1</sup> This equipment is covered under BIA, Colorado River Agency's Contract No. 9649 with Arizona Public Service Company.

Exhibit A, Revision No. 2  
Interagency Agreement No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS  
BIA Interagency Agreement No.1450AG6H006007

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
34.5-kV disconnect switch 425	BIA	BIA	BIA	BIA
34.5-kV interruption switch 444	BIA	BIA	BIA	BIA
<b>Headgate Rock Substation <sup>2</sup></b>				
Remote Terminal Unit and Associated Interface Racks	Western	Western	Western	BIA
Fiber Cable Including Splice trays and Patch Panel	Western	Western	Western	BIA
Fiber Optics Carrier Equipment and Associated Channel Bank Assemblies	Western	Western	Western	BIA
Microwave Radio Equipment including The Waveguide, Antenna and Associated Analog Multiplex	Western	Western	Western	BIA
Data Communications Equipment	Western	Western	Western	BIA
<b>Metal Mountain <sup>3</sup></b>				
Microwave Radio, Waveguide and Antenna to Headgate Rock Substation	Western	Western	Western	BIA
Analog Multiplex to Headgate Rock Substation	Western	Western	Western	BIA
<b>Headgate Rock Dam <sup>2</sup></b>				
Remote Terminal Unit	Western	Western	Western	BIA
Fiber Cable including Splice trays and Patch Panel	Western	Western	Western	BIA
Fiber Optics Carrier Equipment and Associated Channel Bank Assemblies	Western	Western	Western	BIA
Data Communications Equipment	Western	Western	Western	BIA

<sup>2</sup> The equipment listed under this heading is part of the Headgate Rock Substation Microwave Communications System

<sup>3</sup> The equipment listed under this heading is part of the Headgate Rock Substation SCADA equipment.

Exhibit A, Revision No. 2  
Interagency Agreement No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS  
BIA Interagency Agreement No.1450AG6H006007

Equipment	Operation	Maintenance & Replacement	Ownership	OM&R Financial Responsibility
69-kV MOI Nos. 775	BIA	BIA	BIA	BIA
Interruptor Switches: 34.5-kV MOI Nos: 743 <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA
Associated structures, foundations, cable, protective equipment, etc., for the 161-kV	Western	Western	Western	BIA
Associated structures, foundations, cable, protective equipment, etc., for the 69-kV Lines, Bus & Breaker	BIA	BIA	BIA	BIA
Associated structures, foundations, cable, protective equipment, etc., for the 34.5-kV <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA
Transformer Bank No. KY7A and KY10A 1-3, phase 25/33-25/33- 8.25/11.66 MVA 154/69/34.5-kV	Western	Western	BIA	BIA
Transformers KY7A, KY10A Differential & Transformer Bus Protection, Control Panels CHA5 and CHA7	Western	Western	BIA	BIA
Transformer Bank Nos. KZ14A and KZ16A, 69/12.5-kV	BIA	BIA	BIA	BIA
69-kV Control Panels CHA1 (PCB152), CHA2 (PCB252), CHA4 (PCB452), CHA5 (PCB652), and CHA7 (PCB1052)	Western	Western	BIA	BIA

<sup>1</sup> This equipment is covered under BIA, Colorado River Agency's Contract No. 9649 with Arizona Public Service Company.

Exhibit A, Revision No. 2

Interagency Agreement No. DE-ME65-86WP39545

BUREAU OF INDIAN AFFAIRS

BIA Interagency Agreement No.1450AG6H006007

69-kV Control Panels CHA3 (PCB352), CHA6 (PCB752), CHA8 (PCB1452), and CHA9 (PCB1652)	BIA	BIA	BIA	BIA
K69-34X12.47	BIA	BIA	BIA	BIA
69-kV Switch Nos: 151, 153, 155, 251, 253, 255, 351, 353, 355, 453, 451, 553, 551, 555, 651, 653, 655, 1051, 1053, 1055, 1057, 1421, 1451, 1453, 1455, 1457, 1621, 1651, 1653, 1655 and 1657 <sup>4</sup>	BIA	BIA	BIA	BIA
Station Batteries and Chargers	Western	Western	BIA	BIA
12.47-kV Switch Nos: 021, 023, 025, 121, 123, 125, 221, 223, 225, 321, 323, 325, 421, 423, 425, 521, 523, 525, 1425, 1625, & 6425 <sup>4</sup>	BIA	BIA	BIA	BIA
Station Service Transformer KX2A, and KWIA	BIA	BIA	BIA	BIA
34.5-kV CT's: QW1A <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA
69-kV CCVT's: VZ2A2, VZ3A2, VZ4A2, VZ5A2, and VZ10A2	BIA	BIA	BIA	BIA
69-kV VT's: VZ1A	BIA	BIA	BIA	BIA
69-kV CT's: QZ1A, and QZ10A	BIA	BIA	BIA	BIA
34.5-kV Grounding Transformer <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA
12.47-Kv VT's	BIA	BIA	BIA	BIA
34.5-kV CCVT's: VW1B <sup>1</sup>	See Footnote 1	See Footnote 1	BIA	BIA

<sup>1</sup> This Equipment is covered under BIA, Colorado River Agency's Contract No. 9649 with Arizona Public Service Company.

<sup>4</sup> BIA will coordinate switching activities with Western.

Exhibit A, Revision No. 2  
Interagency Agreement No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS  
BIA Interagency Agreement No. 1450AG6H006007

12.47-kV Fused Disconnecting Switches: FX1A, FX2A, WX1A, and WX2A	BIA	BIA	BIA	BIA
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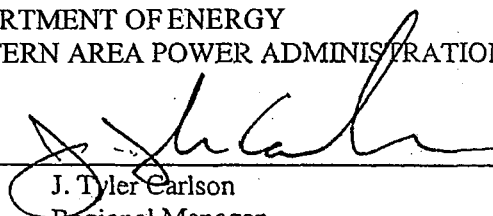
Exhibit A, Revision No. 2  
Interagency Agreement No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS  
BIA Interagency Agreement No.1450AG6H006007

3. In accordance with Section 6.2 of the Contract, Western shall provide the Contractor on or before August 1<sup>st</sup> of each calendar year a proposed budget for operation at Headgate Rock Substation, which shall be twenty (20%) percent of the items that are listed in the maintenance and replacement budget as specified in Section 4 hereof. Based on this proposed budget, the Contractor shall obligate funds and monitor the expenditures of funds. Western's Desert Southwest Region Finance Office shall provide the Contractor with accounting documentation on a monthly basis for monitoring expenditures and Western shall notify the Contractor of any changes in the proposed budget.
4. In accordance with Section 6.2 of the Contract, Western shall provide the Contractor on or before August 1<sup>st</sup> of each calendar year a proposed budget and schedule of work that will be done at the Headgate Rock Substation. The budget will include items that Western proposes for maintenance and replacement for the upcoming fiscal year. Based on this proposed budget and schedule, the Contractor shall obligate funds and monitor the expenditure of funds. Western's Desert Southwest Region Finance Office shall provide the Contractor with accounting documentation on a monthly basis for monitoring expenditures and Western shall notify the Contractor of any changes in the proposed budget or schedule.
5. This Exhibit A may be modified as provided by Section 10 of the Contract.

Exhibit A, Revision No. 2  
Interagency Agreement No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS  
BIA Interagency Agreement No. I450AG6H006007

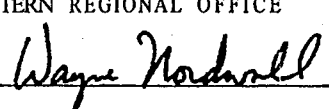
The Parties have caused this Exhibit A, Revision No. 2 to Interagency Agreement  
No. DE-ME65-86WP39545 to be executed on the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

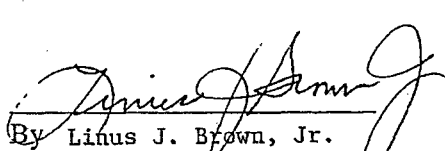
By   
J. Tyler Carlson  
Title Regional Manager

Address Desert Southwest Region  
P.O. Box 6457  
Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
~~COLORADO RIVER AGENCY~~  
WESTERN REGIONAL OFFICE

By   
Wayne Nordvall  
Title WESTERN REGIONAL AREA DIRECTOR

Address P. O. BOX 10  
PHOENIX, AZ 85001

  
By Linus J. Brown, Jr.  
Western Regional Contracting Officer  
Title

Authenticated Copy

RECEIVED

2002 MAR 11 P 12:45

BIA-PHX-ACQUISITIONS  
AND FED ASSISTANCE

Exhibit B, Revision No. 1  
Interagency Agreement No. DE-ME65-86WP39545  
BUREAU OF INDIAN AFFAIRS  
BLA Interagency Agreement No. 1450AG6H006007

DIAGRAM OF HEADGATE ROCK SUBSTATION

1. This Exhibit B, Revision No. 1, is made this 9<sup>th</sup> day of APRIL, 2002, to be effective under and as a part of Interagency Agreement No. DE-ME65-86WP39545, dated September 22, 1987, hereinafter called Agreement, shall become effective on the date first written above and supersedes Exhibit B. This Exhibit B shall remain in effect until superseded by another Exhibit B; provided, that this Exhibit B or any superseding Exhibit B shall terminate by the expiration of the Agreement.
2. Diagram of Headgate Rock Substation follows on next page:

REC 1

2002 MAR 11 P

BIA-PHX-ACQUISITION  
AND FED ASSISTANCE

# HEADGATE ROLN SUBSTATION (B.I.A.)

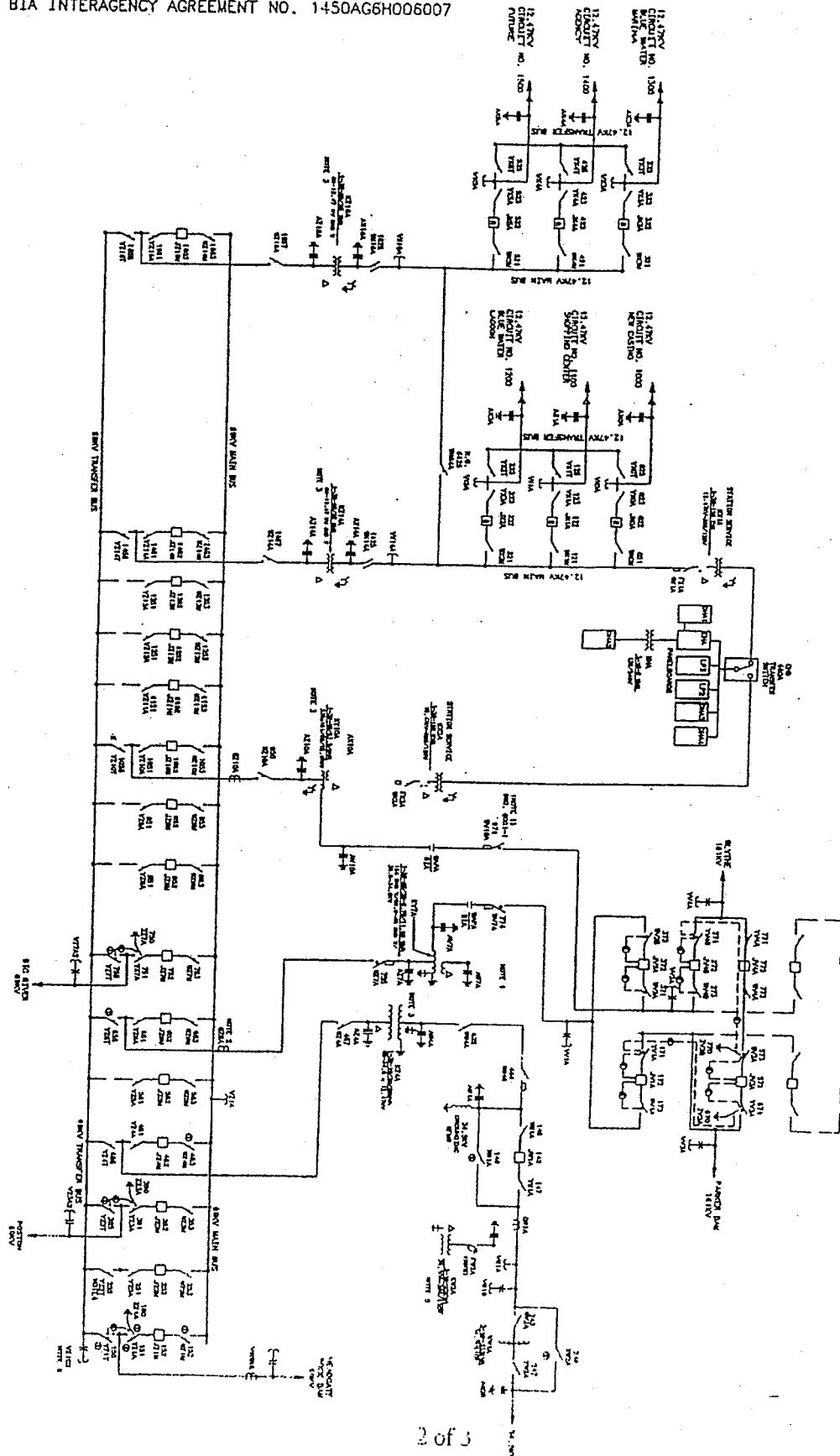


Exhibit B, Revision No. 1  
Interagency Agreement No. DE-ME65-86WP39.545  
BUREAU OF INDIAN AFFAIRS  
BIA Interagency Agreement No. 1450AG6H006007

The Parties have caused this Exhibit B, Revision No. 1 to Interagency Agreement  
No. DE-ME65-86WP39545 to be executed on the date first written above.

DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

By J. Tyler Carlson

Title Regional Manager

Address Desert Southwest Region

P.O. Box 6457

Phoenix, AZ 85005-6457

DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

By George M. Decker

Title Contracting Officer

Address UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
WESTERN REGIONAL OFFICE  
P.O. BOX 10  
PHOENIX, AZ 85001

ATTEST:

                      
Title

DIAR § 1452.204-7 INDIAN PREFERENCE - DEPARTMENT OF THE INTERIOR (Apr 1964)

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group of community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(3) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(4) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(f) The Contractor agrees to include the provisions of this clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

Exhibit C  
Interagency Agreement  
No. DE-ME65-36WP33545  
Bureau of Indian Affairs

DIAR 51452.204-72 INDIAN PREFERENCE PROGRAM -- DEPARTMENT OF THE INTERIOR  
(APR 1984)

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the contractor shall:

(1) Designate a liaison officer who will: (i) Maintain liaison with the Government and Tribe(s) on Indian preference matters; (ii) supervise compliance with the provisions of this clause; and (iii) administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including: (i) A clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms; (ii) a statement indicating the preference will given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Pub. L. 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b)); (iii) definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract; (iv) a representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and (v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsive bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsive bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

Exhibit C  
Interagency Agreement  
No. DE-ME65-86WP39545  
Bureau of Indian Affairs

(5) Maintain written records under this contract which indicate: (i) The names and addresses of all Indians seeking employment for each employment position available under this contract; (ii) the number of types of positions filled by: (A) Indians, and (B) non-Indians, and the name, address and position of each Indian employed under this contract; (iii) for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected; (iv) actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract; (v) reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract; and (vi) the names and addresses of all Indian organizations and Indian-owned economic enterprises: (A) Contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontract awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization," and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservation, public domain Indian allotments, former Indian reservations in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act (85 Sta. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservation or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

**EXHIBITS**  
**E-01750A-05-0579**

**Part 1 of 2**  
**Barcode #**  
**0000091623**

**To review Part 2**  
**please see:**  
**Barcode**  
**#0000091645**